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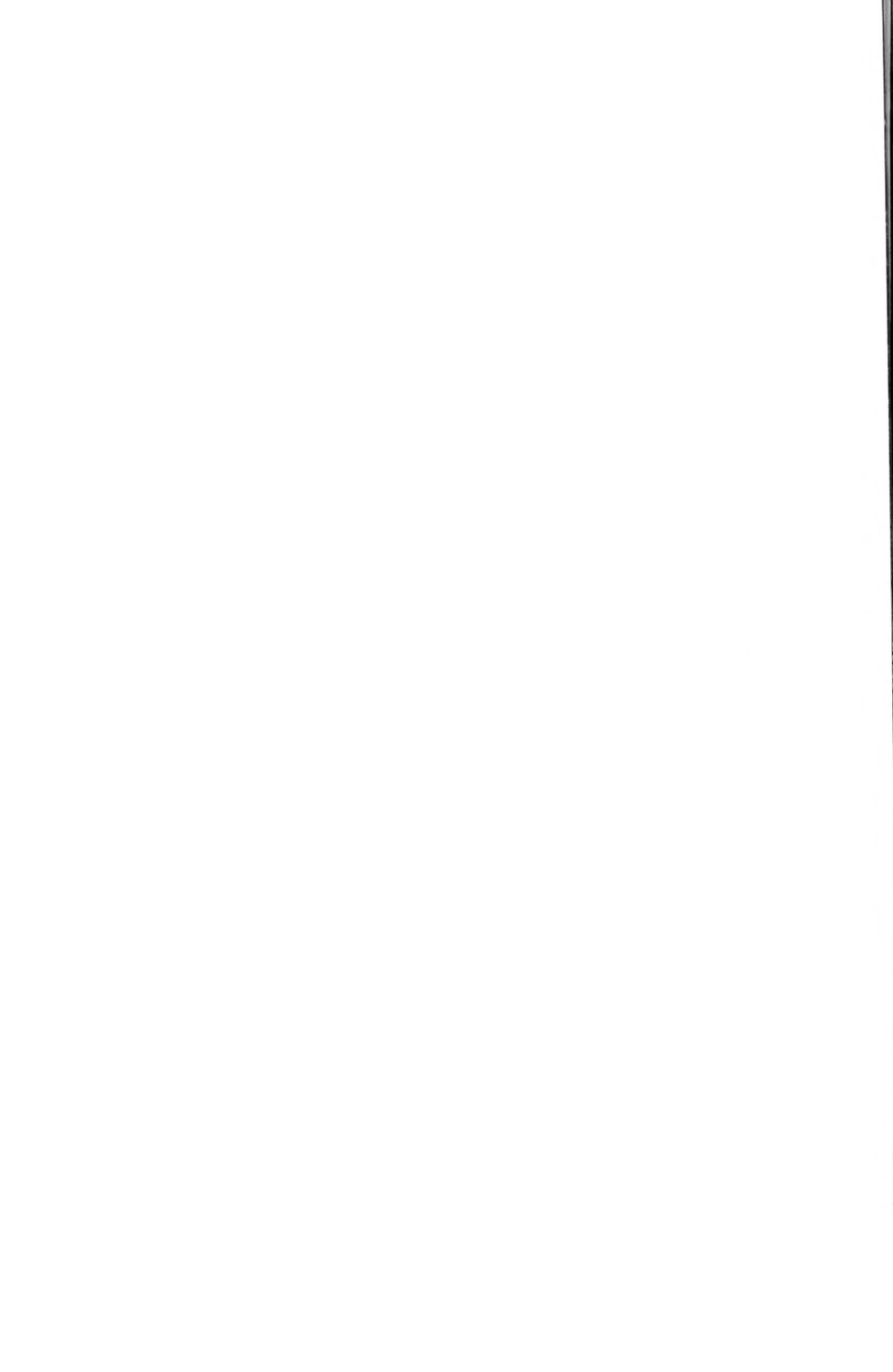


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THE
DUTCH
RECORDS OF KINGSTON

ULSTER COUNTY, NEW YORK

(ESOPUS, WILDWYCK, SWANENBURGH, KINGSTON)

1658-1684

WITH SOME LATER DATES

PART I

MAY 31, 1658—NOVEMBER 18, 1664

ESOPUS—WILDWYCK

REVISED TRANSLATION FOR
NEW YORK STATE HISTORICAL
ASSOCIATION

BY

SAMUEL OPPENHEIM

Of the New York Bar

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Western Guiana, 1658-1666," Etc.

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INTRODUCTION

The old Dutch records of Kingston, now in the office of the County Clerk of Ulster County, dating from 1658, are second in importance in the history of the Colony of New York to the data contained in the *Records of New Amsterdam*, and vie with, if they do not exceed, in importance the *Records of the County of Albany and Colony of Rensselaerswyck*, edited by Prof. Jonathan Pearson, and the Dutch court records of Albany still unpublished.

The Kingston records have within the past fifteen years become accessible to the public in translated form, in three large manuscript volumes kept in the office of the County Clerk of Ulster County. They have not heretofore been printed.

The New York State Historical Association has decided, if it shall meet with sufficient encouragement, to print the whole of these records in a good English rendering, after a careful revision by comparison with the original Dutch.

The manuscript translation referred to, under the supervision of Judge A. T. Clearwater, as commissioner appointed by the Board of Supervisors of Kingston, was made between 1895 and 1898 by Mr. Dingman Versteeg, a native of Holland. His work, however, though possessing merits and of value in a comparison, is deemed by competent judges who have examined it to be unsuited to publication without thorough revision. Such a revision has become a desideratum. The task of making it has been entrusted by the New York State Historical Association to Mr. Samuel Oppenheim, of the New York bar, who, in another field dealing with the Dutch period in New Amsterdam between 1654 and 1664, has familiarized himself with the crabbed Dutch writing and the language of similar records, and whose acquaintance with legal forms and expressions has been of great service in correcting the old translation, re-

lating as it does to court records. Many changes, both in style and in matter, have been found necessary in the revision, the corrected manuscript showing alterations and recasting on almost every page.

While a fluent and readable version is given in the revision, the aim, which is believed to have been accomplished, has been to adhere closely to the original Dutch record and to bring out its meaning clearly.

The court records begin, at page 11, of Book I, with the minutes of the first meeting of the Inferior Court of Justice at Wildwyck, as the Esopus, later Kingston, was then called, presided over by the Schout, or sheriff, and three Commissaries, or commissioners, appointed by Director General Stuyvesant and the Council of New Netherland. The first meeting was held July 12, 1661. Preceding the first court entry is a copy of a document dated May 31, 1658, relating to the defence of the village against attacks by the Indians. This appears at page 3. The preceding two pages are missing, but, judging from a statement in *The History of Ulster County*, by Nathaniel B. Sylvester, Phila., 1880, pp. 44 and 46, in a chapter copied from an unpublished manuscript of Jonathan W. Hasbrouck, of Ulster County, they probably contained a copy of the order of Stuyvesant giving the name Wildwyck to the place, and a memorandum of the fact that the court had been established there in May, 1661, and that Roelooft Swartwout had been appointed Schout, together with a copy of the order of his appointment. Pages 4 to 10 are blank. They are referred to further on.

The extant Dutch records give the legal history of Ulster county quite fully to 1684. They also include a variety of account books from 1676 to 1719, and from 1772 to 1774, as well as some church ordinances of 1742. A brief description of them, as found in the report of Prof. Herbert L. Osgood on the Archives of New York, printed in the *Report of the American Historical Association* for 1900, Vol. II, pp. 78-79, will afford a general idea of their contents and of their historical importance. They consist of:

1. Court records, Book 1, July 21, 1661 to May 6, 1664. 336 pp. Folio. Prefaced by a copy of a bond by the inhabitants of Esopus, dated May 31, 1658, to demolish their separated dwellings, build closer together, and surround the village with a stockade.

2. Court records, Book II, June 29, 1664 to November 5-15, 1667. 360 pp. Folio.

3. Court records, Book III, November 12-22, 1667 to August 26, 1673. 302 pp. Folio. At the end is an indenture of service, acknowledged before the secretary, 1672-3, and in English, a summons to appear before the next court of sessions.

4. Court records, Book IV, November 9, 1673 to November 11, 1675. 100 pp. Folio. Also marked "Liber C."

5. Court records, Book V, December 22, 1676 to October 15, 1684. 243 pp. Folio. This volume also contains an instrument of December 19, 1685, acknowledged before Thomas Garton, justice of the peace. In this volume a list is given of the "Protocol" or court records, 22 in number, stating which pages were missing on February 19, 1700-01.

6. Court records, January 8, 1680-1 to March 13, 1683-4, and March 15, 1680-1 to September 5, 1683. 354 pp. Folio.

7. Secretary's papers, Liber A, April 7, 1664 to December 31 1665. 140 pp. Folio. Contains depositions, deeds, mortgages, etc.

8. Secretary's papers, Liber B., 1666-1681. 442 pp. Folio. Contains

(a) Register of the secretary, January 5, 1666 to July 23, 1667, 190 pp.

(b) Contract of sale of horses, Gouwert Poulussen to Cornelis Barentsen Slecht, 1670; and two memoranda of fees due March 16, 1670, and November 9, 1673, pp. 191-192. Pp. 193-220 are blank.

(c) Register of the secretary, January 11 to November 22, 1675, pp. 221-235. Pp. 236 to 254 are blank.

(d) Register of the secretary, March 10, 1675 to November 9, 1676, pp. 255-276. Pp. 277-292 are blank.

(e) Register of the secretary, January 5, 1678-9 to February 29, 1860, pp. 293-295. Pp. 296 is blank.

(f) Transport for three negro slaves, John Colloway to Gabriel Minviele, 1680 (in English), p. 297. Pp. 298 to 316 are blank.

(g) Register of the secretary, March 3, 1679 to February 27, 1679-80, pp. 317-381. P. 382 is blank.

(h) Indenture, December 23, 1678 (In English), p. 383. Pp. 384-400 are blank.

(i) Register of the secretary, March 3, 1679-80 to January 7, 1680-81. Pp. 401-442.

9. Secretary's papers, Liber C, 1669-1672. Pp. 13 to 166. Folio. Pp. 1 to 12 are blank. Contain the register of secretary La Montagne, December 27, 1669 to October 7, 1672.

10. Secretary's papers, Liber D, November 4, 1672, to April 20, 1673. Contains deeds, etc.

11. Secretary's papers, Liber E, 1676 to 1679. 216 pp. Folio. Contains register of secretary La Montagne, March 29, 1676, to March 5, 1678-9, pp. 3 to 133; and minutes of the court of sessions, April 26, 1676 to December 14, 1680, on reverse side, pp. 134 to 216.

12 to 19. Various account books relating to the poor funds, the deacons and the church, all in Dutch, covering various dates between 1676 and 1719, and also the years 1742, 1772 to 1774, 162 pp. Folio.

A romantic interest attaches to these volumes. Many years before 1895 they disappeared from the Ulster County Clerk's office at Kingston, under circumstances not now definitely known. One day in June, 1895, an express package was received by the Clerk, which upon being opened was found to contain the records just described, together with some others in English. Inquiry then made resulted in the information that they had been shipped from Quogue, Long Island, by a gentleman who was a stranger to the express company. About fifteen years before this, rumors had been circulated in Ulster County that the records could be found on Long Island, but a sheriff, armed with a search warrant, whose arrival in New York was heralded with an announcement of the purpose of his visit, found nothing.

In explanation of their disappearance and return, Wheeler B. Melius, in an introduction to the index to the Kingston records, printed in the *Index to the Public Records of the County of Albany, State of New York, 1630-1894*, quotes a statement concerning them, made by a gentleman named Van Alstyne, residing in Brooklyn, to Thomas J. Van Alstyne, former Mayor of Albany and ex-congressman, while in search of genealogical information. As quoted, Mr. Van Alstyne of Brooklyn said:

"Years ago I, with a few others, became interested in these old Dutch records at Kingston. There was very little interest displayed in their preservation, and, being written more or less illegibly in the old Dutch of that early period, they were as a sealed book to most people. No translation had ever been attempted, officially or otherwise, and as there seemed to be no prospects of a translation, the records were removed to Brooklyn, where arrangements had been made for a complete translation by an old Dutch scholar. The

work was scarcely started when the translator was taken ill and died. Owing to the press of other business, I lost track of the records, but it seems that when the effects of the deceased translator were disposed of, his executors, knowing nothing of the ownership of the records, but being satisfied that they were of a public character, had them packed in a box and removed to the old city hall, where they were left undisturbed for a long time. I was one of the commissioners having in charge the building of the new city hall, and when that edifice was completed and the work of transferring the books and papers was under way, this old box of Kingston records came to light. While the officials, to whom the records were Greek, were discussing the advisability of consigning the box of 'rubbish' to the junk pile, I happened to come into the room, and at once recognized the records. I had them carefully boxed and shipped to the Ulster County Clerk's office at Kingston. No word was sent with them, because those who had brought them to Brooklyn were unable to complete the work and thought they might be open to censure for removing them from Kingston and then allowing them to remain so long neglected and in danger of destruction. These are the facts of the disappearance and return of the Kingston records, and the mystery is a mystery no longer."

The Dutch traded at Kingston Point as early as 1613, and left some boats there in 1621-22. No permanent occupation seems to have been made, so far as appears from any manuscript records, prior to 1652. In that year Thomas Chambers, an Englishman by birth, with a colony of settlers from the Manor of Rensselaerswyck, began a permanent occupation of the region of the Esopus, presumably by consent of the aborigines or by purchase of farms from them.¹

Rev. Johannes Megapolensis and Rev. Samuel Drisius, in August, 1657, writing to the Classis of Amsterdam, refer to Esopus as follows:

"About eighteen [Dutch] miles [about 54 English] up the North River, half way between the Manhattans and Rensselaer or Beaverwyck, lies a place called by the Dutch Esopus or Sypous and by the Indians Atharhacton [Atkarkacton]. It is an exceedingly fine country there. Thereupon some Dutch families settled there, who are doing well."²

¹ *The History of Ulster County*, edited by Alphonso T. Clearwater, Kingston, N. Y., 1907, p. 33-34.

² *Ecclesiastical Records of New York*, vol. 1, p. 398.

Although the Dutch authorities had forbidden the sale of brandy and other liquors to the Indians, Chambers reported to Director General Stuyvesant in May, 1658, that some trouble had occurred at the Strand "through the fearful intoxication of the barbarians." They had obtained an anker of brandy (about ten gallons), and, becoming intoxicated, killed one of the inhabitants and set fire to the house of another, so that the people were compelled to fly. At a previous date the Indians, under the influence of liquor, had become quarrelsome and had compelled the settlers, under the threat of arson, to plow their lands for them, killed some hogs and a horse or two that had strayed on their plantations, and, in the estimation of their white neighbors, used great violence every day.³

On an appeal to Stuyvesant for assistance, he went up from Manhattan to the scene of the disturbance. In an interview with the inhabitants he pointed out to them the inadvisability of then thinking of war against the Indians, and suggested that they should build closer together and enclose the whole place with palisades. He marked out for them a site for a village on the north side of the Great Plat, to which he later gave the name Wildwyck, now the oldest part of Kingston.⁴

The agreement of the inhabitants by which they bound themselves to live close together, upon the assurance of protection from Stuyvesant in case of attack by the Indians, is the first entry in the extant Dutch records now put into print. A photogravure of the record of this agreement accompanies this translation.

The Indians were not pleased with the action of the white men, and complained to Stuyvesant that the land taken for the village had not been paid for, but after a conference with him they agreed to yield their claim "to grease his feet with, because he had made such a long journey to come and see them." Later, further meetings were held with the Indians, and further land obtained from them. Matters proceeded along with more or less friction until the latter part of 1659, when, through the sale of intoxicants

³ Clearwater, *supra*, p. 34.

⁴ *Id.*, pp. 34-35.

to the savages, what is known as the Esopus War of 1659-1660 was inaugurated.⁵

A record of this war and of the events leading to and following it is to be found in the *Documents relating to the Colonial History of New York*, vol. XIII, which is our main source of information regarding the early history of Esopus or Kingston.

Peace was concluded July 15, 1660, "under the blue sky." A copy of the treaty is given in vol. XIII, just mentioned. By its terms, the Sachems promised to convey, as indemnification, all the territory of the Esopus and to remove to a distance from there, without ever returning again to plant. In other words, they promised to give up the Groot Plat which Stuyvesant wanted and which the settlers hoped to obtain without payment.⁶

The name Wildwyck was given by Stuyvesant to the settlement in the spring 1661, in a document of which Sylvester gives the Dutch version which, as already mentioned, he indicates was the first entry in the records, page 1. The English reads as follows:

"Peter Stuyvesant, Governor and Director General, commissioned and authorized in the control of all matters relating to the public good of all the territories of New Netherland, by virtue of the authority and permission of the Honorable Lords, the Directors of the Privileged West India Company, Greeting:

"The aforesaid valiant Director General Peter Stuyvesant, observing the situation and condition of the place called "Esopus," already inhabited six or seven years, and pleased thereat, hath, in consideration of its state and population, erected our place into a village, and honored it with the name of Wildwyck, by which name it shall henceforth be called."⁷

A court at Wildwyck was established by Stuyvesant in May, 1661. The oath of office of the commissaries appointed to act during the first year appears to be dated May 5, 1661, though the en-

⁵ *Id.*, p. 36.

⁶ *Id.*, pp. 33-38.

⁷ Nathaniel B. Sylvester, *The History of Ulster County, N. Y.*, Phila., 1880, p. 44. The editor adds that the new name was given in honor of the Indians who had made a "free gift" of the soil, and that the Governor probably meant it to be known as Indian retreat, Indian Refuge or Indian Village. Though Sylvester spells the name Wiltwyck, the correct spelling Wildwyck, which has the meaning he mentions, is here used. The original of the document he quotes does not now appear to be extant.

“In case of disparity of votes and opinions on any occurring cases, the minority shall coincide with the majority without any contradiction. But those who are of a different advice and opinion can cause their advice and opinion to be entered on the roll or record; but in no wise make public their rendered advice outside the Court, nor make it known to parties, under arbitrary correction at the discretion of the Court itself.

“The Schout shall, pursuant to the first Article, preside in the meeting, and collect the votes; also act as Secretary until further order and increase of the population. But if he have to act for himself as a party, or in behalf of the right of the Lords Patroons, or in behalf of justice for the right of the Fiscal, in such case he shall rise up and absent himself from the bench, and then have no advisory, much less a casting, vote; but one of the senior Schepens shall, in such case, preside in his place.

“What is set forth in the preceding Article of the Schout, shall also apply to the Schepens, whenever any cases or questions arise in the aforesaid Court between themselves as parties, or between others related by consanguinity to the appointed Schepens, such as brothers, brothers-in-law or cousins in the first or direct line.

“All inhabitants of the Esopus shall, until further order, either of the Lords Patroons or their Supreme government, be amenable to and subject to be cited before the aforesaid Schout and Commissioners, who shall hold their Session and Court meeting in the Village aforesaid once a fortnight, harvest time excepted, unless necessity and circumstances otherwise require.

“In order to provide the good Inhabitants of Wildwyck with cheap and inoppressive justice, the Schout, as president, and the Schepens of the Court, must, for the convenience of parties, appear on the Court day, and at the place appointed, on the fine of Twenty stivers, to be at the disposition of the Board, they being notified at least twenty-four hours before the Court day to appear, by the Court-messenger, to be appointed by the Director General and Council, and double as much for the President, unless excused by sickness or absence. If appearing too late, and after the appointed hour, the fine shall be Six stivers.

“Extraordinary Courts shall not be ordered at the cost and charges of the parties, except on the application of both parties, under submission to costs on loss of the suit, which costs shall previously be deposited by the applicant or appellant, to wit: for each Schepen, Fifty stivers, for the President, Three guilders, besides the provision for the Clerk and Court messenger, to be hereafter appointed and other ordinary costs, according to law.

“All cases of Crime shall be referred to the Director General and Council of New Netherland, saving that those of the court may, and are bound to apprehend, arrest and to detain and hold in confinement, all Criminal delinquents until they can send them under guard to the Supreme government, and, in the meantime, take good and correct information touching the Crime committed, at the cost of the Criminal or the Treasury, and such transmit at the same time with the delinquent.

“Minor offencees, such as Brawls, Injuries, Scolding, Striking with the fist, Threats, simple Drawing of a Knife or Sword without assault or bloodshed, are left to the adjudication and decision of the Court aforesaid, in which cases the Schout there shall have power to act as prosecutor, saving, nevertheless, the clause of Appeal, in ease the condemned may find himself aggrieved by the sentence of the Court.

“All cases of Major Crimes, and delinquents charged with Wounding and bloodshedding, Whoredom and Adultery, public and notorious Theft, Robberies, Smuggling of Contraband articles, Blaspheming and profaning God’s holy name and religion, Slandering and calumniating the Supreme government or its representatives, shall, after the informations, affidavits and testimony have been taken, be referred to the Director General and Council of New Netherland.

“Should the situation of affairs so require that the President and Schepens consider necessary for the greater security of the peace and quiet of the Inhabitants, to enact, in the absence of the Director General and Council, some ordinances for the greater advantage and contentment of the aforesaid Village and Court in the above mentioned district, respecting Surveys, Highways, Outlets, Posts, and Fences of Land, laying out of Gardens, Orchards and such like matters that may most concern the flat country and agriculture; also in regard to the building of Churches, Schools and similar public works, and the means how and by which the same are so effected, they are to commit to writing their opinions thereupon, and deliver them to the Director General and Council, with the reasons upon which they are founded, annexed, in order, if such be deemed necessary, that they may be confirmed, approved and ordered by the Director General and Council.

“Said Schout and appointed Schepens shall also be particularly careful, and be bound strictly to observe and cause to be observed the Laws of our Fatherland, and the Ordinances and Edicts of the Honorable Director General and Council heretofore ordained and published, or hereafter to be ordained and published, and not to

suffer anything to be done contrary thereto, but to see that the contraveners shall be proceeded against according to law.

“Said Schout and Court shall not have power to enact, publish, much less to post up, any Ordinance, Edicts or such like Acts, except with the previous knowledge and consent of the Director General and Council.

“The Schout and Schepens shall also be particularly careful, and be bound to assist the Honorable Directors as Lords and Patroons of the province of New Netherland, under the Sovereignty of their High Mightinesses, the Lords States General of the United Netherlands, and them to help to maintain in their Supreme Jurisdiction, Right and Domains, and all other their Prerogatives.

“Whereas, it is customary in our Fatherland and other well regulated governments, that some change be made annually in the Magistracy, so that some new ones come in [and] a few continue in order to inform the new; the Schepens now appointed shall pay due attention to the conversation, demeanor and fitness of honest and decent persons, Inhabitants of their respective Village, in order to be able, about the time of changing or election, to furnish the Director General and Council with correct information as to who may be found fit, so that some may then be elected by the Director General and Council.

“Thus done and given, at the meeting of the Director General and Council, holden in Fort Amsterdam in New Netherland, the 16 May, Ao 1661.”

The above ordinance was, on April 25, 1664, on petition, so far modified, as to authorize the court at Wildwyck to enact by-laws and ordinances such as the circumstances of the place and the settlers might require, on condition that it first submit them, with the reasons therefor, to the director general and council for their approval, and obtain the same, unless such could not be done in consequence of the winter season. In that case, the court was empowered to issue and execute provisional ordinances, provided it submit them at the first opportunity to the director, etc., for approval. See *New York Colonial Manuscripts*, vol. X, pt. 3, pp. 205-206; O'Callaghan, *supra*, p. 401. For the petition and the action thereon see *Documents, supra*, vol. XIII, pp. 369-370.

On the establishment of the court, Roeloo Swartwout applied for the position of Schout, and on May 23, 1661 received an appointment from the director general and council as “provisional Schout in the village of Wildwyck on the Esopus, to serve

there in the capacity of Schout, in accordance with this commission and the instructions already given him or hereafter to be given, as a good and faithful Schout is bound to do." (*Documents, supra*, vol. XIII, p. 199.) He had returned from a trip to Holland in 1660, bringing with him an appointment from the Directors there, dated April 15, 1660, to act as provisional Schout, and his instructions gave him authority to act as judge and to hear and decide cases, etc. (*Id.*, pp. 158-160.) Stuyvesant then refused to recognize the appointment, stating that he did not consider Swartwout, because of his youth and inexperience, qualified for the position and also because no court had yet been established. *Id.*, p. 177; Sylvester, *supra*, p. 47. He was ordered, however, by the directors to ratify the appointment. Nothing appears to have been done by the Schout until the first session of July 12, 1661.

The difficulties with the Indians did not cease with the organization of the court. The Esopus war of 1663 occurred, and the record shows the troublous days passed by the inhabitants, the massacre of some of them, the destruction of their property, and the dangers they ran while earning their living. The sittings of the council of war, appointed by Stuyvesant, headed by Marten Cregier, are also recorded. A treaty of peace with the Indians was made May 15, 1664.

The records now here printed supplement the data in the archives at Albany, partly printed in the *Documents, supra*.

The picture of life in the village presented by the reading of the first part of these records now printed, covering the Dutch period, is an interesting one. That substantial justice was meted out to the inhabitants in their disputes is clearly evident.

The minutes show at first a primitive state of affairs, but gradually present a more organized aspect. We read first of complaints of shortage in the food supply for the military, and of clashes between the soldiers and some of the inhabitants. Then comes the sad case of Grietjen Westercamp and her efforts to establish the paternity of her child. Later, after the inauguration of the second Indian war in 1663, we read of Aeltje Sybrants, the wife of the gunner Matthys Roelofsen, and her contemptuous treatment of the order of the council of war forbidding the sale of strong drink to

the troops or to the Indians, and of the proceedings to punish her for contempt. Suits for slander also appear. One man felt aggrieved because he was called a Jew, another because he was called deceitful, and another because he was called a little tattletale. One litigant railed at the court after losing his case and called one of the judges, who was a physician, a bloodsucker, and was brought to the bar to apologize. Suits were frequent for the recovery of money due for wages, goods sold and money loaned. Mortgages and deeds were put on record. Lots for building purposes were granted by the court to various applicants. Various orders are entered for the regulation of affairs in the village. Appeals are noted in a number of cases to the director general and council in New Amsterdam. Stuyvesant himself appears as a suitor for money due from tenants and others. The Schout, Swartwout, occasionally appears as a defendant, though usually as plaintiff to collect fines for violation of orders. His suits for the recovery of fines for violation of the ordinance forbidding any one to go out to mow without a convoy, are of interest as showing the strictness of the precautions to prevent attacks by the Indians.

The troubles of Domine Blom, the first minister, in his efforts to collect his salary, in arrears for several years, are reflected in suits against a number of the inhabitants who had agreed to pay their share but had neglected to do so. His letter to the magistrates regarding the non-payment is worthy of perusal. Suits relating to the parsonage then being erected are several times mentioned. The domine's dispute with the magistrates regarding the administration of the estates of several intestates, as to which the church claimed an ecclesiastical right, is the subject of various entries. In one of these the domine takes occasion to rebuke the court for writing to him a business letter dated on a Sunday. In his reply he expresses his astonishment that they should work on that day, seeing, as he said, that there were enough other days in the week, and he adds that this no doubt is the reason why the magistrates' pew is empty during the Sunday morning and afternoon services. His anxiety for the welfare of the community is shown in a long letter in which he asks the magistrates to co-operate with him to suppress the celebration of Fastenseen (Shrove Tuesday or Mardi

Gras), as being of pagan origin and conducive to Bacchanalian orgies. The Court gave the necessary order.

The farming out of the excise by auction is recorded, and suits for smuggling and non-payment of the impost are noted. Many suits involving arrests, attachments, partnership disputes and other classes of litigation appear. The retired magistrates came in for a reprimand for not making up their accounts for the information of their successors, who were appointed annually, and were ordered to hand them in at once.

Finally, the on coming of the English is noted by a reference to the course of action to be pursued if they should appear at the gates. Then we read of the selection of Willem Beeckman to proceed to Manhattan to obtain a warrant of authority for the continuation of the court, and also of his return with the warrant, dated October 24, 1664, entered in full in the minutes of November 14 of that year, as translated from the English into Dutch. The original English version does not appear to be extant. These minutes are here included as well as those of the succeeding session, November 18, 1664. The latter contain the record of an important lawsuit between Stuyvesant, then described simply as Mr. Stuyvesant and no longer director general, and one of his debtors.

We meet in the Dutch period with many familiar names, such as Tierck Claszen de Witt, Alaerdt Heymansz Roose or Roosa, Albert Gysbertsen, Gysbert van Imbroch, Sergeant Christiaen Nissen, Thomas Chambers, Mattheus Capito, Cornelis Barentsen Slecht, Evert Pels, Nicolaes de Meyer, Henderick Jochemsen, Juriaen Westphael, Matthys Roeloofsen, Jacob Barentsen Cool, Jan Willemsen Hoochteylingh, Willem Beeckman, Thomas Harmensen, Walran du Mont, and others. The Schout, Roeloof Swartwout, acted for two years as recorder of the minutes. The later entries were made by his successor, Mattheus Capito, who was also designated as secretary. Their records are precisely kept, so that the meaning can be clearly gathered, though the language used in frequently tautological, terse or elliptical.

The spelling of names in the body of the minutes differs in many cases from that found in signatures. These variations have been followed in this translation. Some of these names

printed here appear as though containing typographical errors. These follow the spelling in the Dutch entries. No attempt has been made to reproduce the sign manual adopted by those who could not write. Titles and other abbreviations in the original record are given in full in the translation. The letters "ij" of the Dutch in names have been transcribed as "y" in the English. Original signatures are printed in caps and small caps.

The name of the village always appears as Wildwyck while Capito, the more scholarly writer, was the recorder of the minutes. Before that, in Swartwout's entries, it appears as Wildtwyck. Wiltwyck, frequently seen in translations of other writings and in accounts of Kingston, does not occur in these records. Throughout the further records above referred to, yet to be published, the spelling is Wildwyck. In those records the village was called Kingston from 1671 on, except during the Dutch re-occupation in 1673-4, when the name Swanenburgh was given to it.

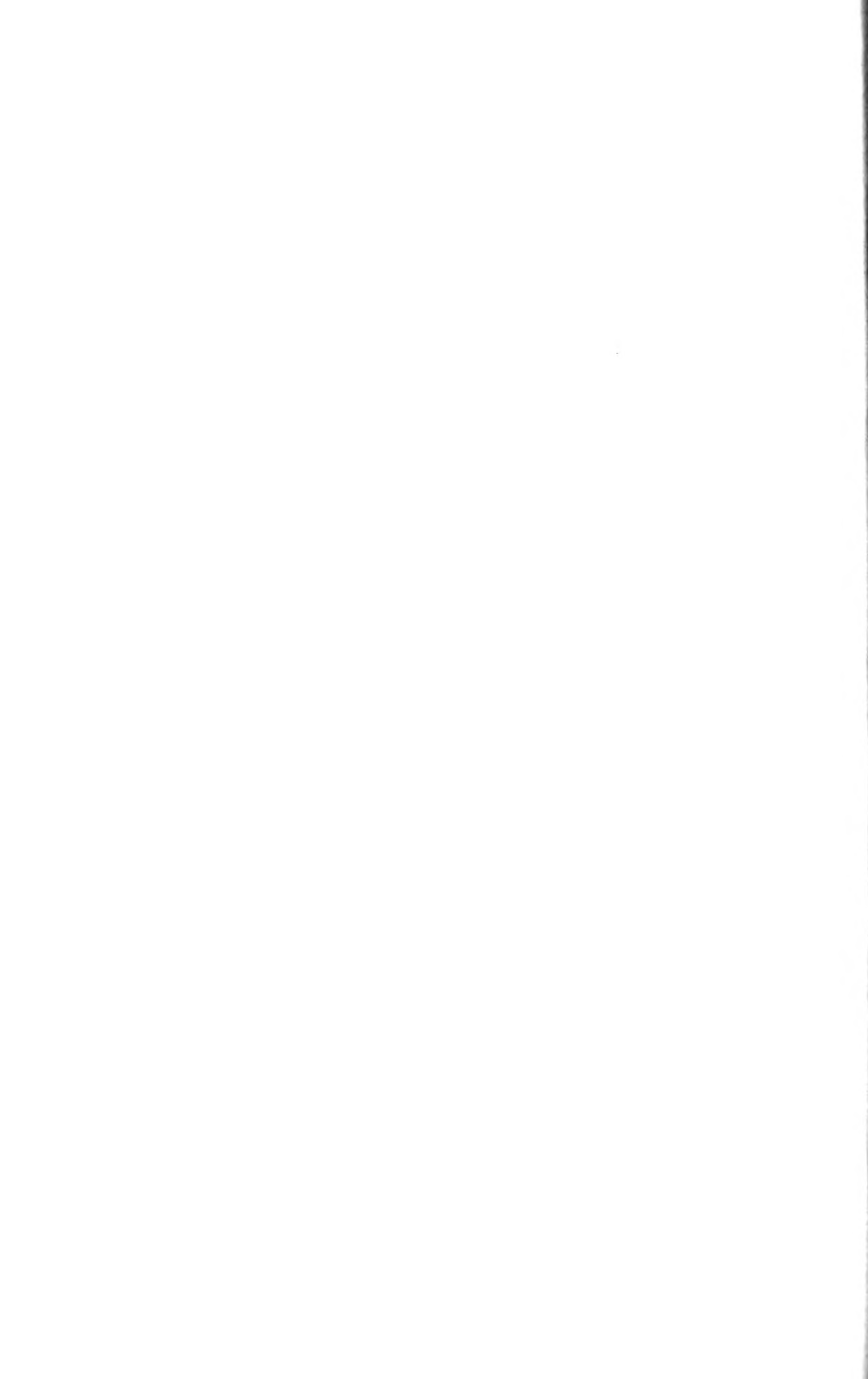
This translation covers the whole of Book I, 336 pages, and also 46 pages of Book II, of the Dutch records.

It is hoped that the first installment will meet with a favorable reception. The interest of the record grows with the growth of the colony. As the great German poet has so well said:

"Examine where you will the teeming sea of human life,

(All are of it, but not to many is it known),

With fruitful interest you'll always find it rife."



THE DUTCH RECORDS OF KINGSTON

BOOK I

[RESOLUTION OF INHABITANTS OF ESOPUS, MAY 31, 1658,
AND
COURT RECORDS OF WILDWYCK, JULY 12, 1661-MAY 6, 1664.]

[Pages 1 and 2 are missing. See Introduction.]

Copy.

Having, through very sad cases and to our general injury, experienced and borne, from time to time, the treacherous and intolerable audacity of the wild and barbarous natives, and realizing the folly of trusting to their promises and our own risk and danger in living separated and far apart from each other among such treacherous and vindictive people,

We, the undersigned inhabitants of the Esopus, in meeting assembled, have, upon the suggestion of the Director General, the Lord Petrus Stuyvesant, and his promise to provide us with a protective guard and, when needed, to assist us with additional troops,

Resolved, that, for the greater security of ourselves, our wives and children, we will, immediately after subscribing to these presents, completely demolish our separate dwellings, and locate at the place designated by the Lord General, and, by our own united efforts, together with the assistance of the Lord Director General, surround the place with palisades of a proper height, in order, with the blessing of the All-Good God, the better to protect ourselves and our property against the hostile assaults of the savages. And, invoking the Divine blessing and help, and using all honorable means, we bind ourselves to enter upon this work at once and to complete it as soon as possible, a fine of one thousand dollars to be paid into the treasury of the community, as a penalty, by any who by word or deed oppose this.

For the greater security whereof we have personally signed our names hereto, in the presence of the Right Honorable Lord Director General and Mr. Goovert Loockermans, former Schepen of the City of Amsterdam in New Netherland. Done this last of May, Ao. 1658.

Jacob Jansen Stol, Thomas Chambers, Cornelis Barensse Slecht, the mark (x) of Willem Jansen, made by himself, the mark (x) of Pieter Direksen, made by himself, Jan Jansen, Jan Broersen, his mark (x), made by himself, Dirck Hendricksen Graef, (x) his mark, made by himself, Jan Lootman.

In presence of the Lord Petrus Stuyvesant and Goovert Loockermans.

The above copy, made by order of the Commissaries, has been found, after comparison, to agree with the original.

Attest,

ROELOOF SWARTWOUT, Schout.

[Pages 4 to 10 in original record, blank. See Introduction as to probable record intended to be entered here.]

July 12, 1661.

First Ordinary Session, held at Wildtwyck.

Resolved, by the Schepens here present, to hold Court on Tuesday and thereafter every two weeks, until the further order of the Director General and Council of New Amsterdam.

On the same day, Sergeant Christiaen Nissen romp informs the Schout and Schepens here present, that whereas, no grain is to be had here for the militia, Pieter van Alen, the shoemaker, is exporting wheat. Whereupon, deliberation having been had, it is resolved that the shoemaker shall deliver his remaining grain to Sergeant Christiaen Nissen romp, who is authorized to pay him on delivery.

On the same day, the Schout and Schepens appoint one Jacob Joosten to attend to all kinds of church service and services for the Court. He is appointed Court Messenger, provisionally, until the further order of the Director General, and shall receive for one year two hundred guilders [one guilder equals forty cents], in zeewant.

Ordinary Session, Tuesday, September 13, 1661.

Present: Evert Pels, Aldert Heymansen, Cornelis Baren Slecht.

The Schout, plaintiff, vs. Coenraedt the soldier, defendant. Default.

Tjiriek Classen, plaintiff, vs. Femmetjen. Default.

Hendrick sewant reyger [braider of sewant] plaintiff, vs. Jan Buur. Default.

Mathys Blanchan, plaintiff, vs. Hendrick sewant reyger [braider of sewant]. Default.

Pieter van Alen, plaintiff, vs. Sergeant Christiaen Nissen romp. Default.

Machtelt [Stoffels], plaintiff, vs. Gerrit van Campen. Default.

Femmetjen [Alberts], plaintiff, vs. Gerrit van Campen. Default.

Femmetjen [Alberts] demands payment of twelve guilders, in zeewant.

The Schout, prosecutor and plaintiff, vs. Thomas Chambers, defendant.

The Schout declares that Thomas Chambers drew a knife against his brother-in-law, Jan Janssen, at Cornelis Barentse Slegt's house, which is denied by the defendant. Also that, on the last day of August, Thomas again drew a knife against Jan Janse and wounded him, which also is absolutely denied by the defendant.

Albert, the carpenter, asks for a building lot, which is granted him.

Ordinary Session, held Tuesday, September 28, 1661.

Pieter van Alen, prosecutor and plaintiff, vs. Sergeant Christiaen Nissen romp.

Pieter van Alen complains that the Sergeant beat him in the guard house, and pursued him on the public street. In defense, the Sergeant says that Pieter took brandy into the guard house and sold it there.

Resolved, [rest of page blank].

Catelyn the Walloon, plaintiff, complains of the cowherder, that he does not drive the cows home in time and that he did not drive them home for two days.

In defense, the cowherder says that, as she does not drive her cows to the herd, he cannot take care of them.

Ordered, that Catelyn shall drive her cows to the herd and that the defendant shall then take care of them.

The Schout, plaintiff, declares that Mathys Constapel [the gunner] tapped during the sermon. This the defendant denies, and says it is not true.

Gritedgen [Hillebrants], plaintiff, demands that her master say if he knows aught against her as a reason why he discharged her.

Juriaen Westgaer, the defendant, says that when he was sick she went out every day and returned home late at night, and that he then said to her, "Where you have been during the day, go there also at night."

Tjyriek Classen, plaintiff, vs. Femmetje, defendant. Default. Default.

The Schout plaintiff vs. Poulus Poulssen defendant.

The Schout declares that Poulus drew a knife. This the defendant denies.

The Schout, plaintiff, [blank space in original].

Jan Lammerse asks for a building lot, to be built upon at once.

Ordinary Session, held Tuesday, October 11, Anno 1661.

Present: Cornelis Barens Slecht, Evert Pels, Aldert Heymanse; the Schout, Roelooft Swartwout.

Pieter Jacobsen requests the Schout and Schepens to fix his charges for grinding corn. And whereas the said petitioner leaves it to the decision of the Court, he is allowed to charge for every schepel [about one bushel], eight stivers [one stiver, equals two cents] in zeewant, and as to those who have no zeewant he may deduct a tenth part but no more. This permission is to be for one year, or until the further order of the Director General and Council.

The Lord Schout, plaintiff, vs. Fop Barens. The Schout declares that complaint has been made that Fop Barents created a disturbance in front of the guard house, and there defied the Corporal, knife in hand, the which Corporal Ransou attests and

says actually took place. Whereupon, having considered the matter, the Schepens give the officer time until the next Court day to get the Sergeant to testify.

Basje Pieterse, plaintiff, demands payment of Aert Otterspoor of nineteen guilders, in zeewant. Default.

Basjen Pieterse, plaintiff, vs. Fop Barensen. Plaintiff demands forty guilders, in zeewant, of Fop Barensen who admits owing the same and promises to pay within a month from date, under penalty of execution.

Basje Pieterse, vs. Poulus Poulussen, demands payment of the amount of twenty-three guilders, in zeewant. Default.

Tjirek Classen, plaintiff, demands of Roelooft Swartwout payment of three and a half schepels of wheat, and also of seven schepels of wheat assigned to him by some one else. The Schout is ordered to pay three and a half schepels of seed-corn within eight days, the other seven schepels to be paid within a month.

On this day the Schout submits some written charges against Thomas Chambers, all of which the latter denies.

Ordinary Session, held Tuesday, October 25, [1661].

Present: Evert Pels, the Schout, Cornelis Barensen Slecht.

Evert de Waesman, defendant.

The Commissaries demand a mudde of wheat [about four bushels] and seven guilders, nine stivers, which Evert Pels undertakes to pay, the same to go to the poor.

Evert de Waelsman, plaintiff, demands from William Jansen Stol, as payment for two cows, the amount of two hundred guilders, in corn. William Jansen Stol is ordered to pay within two months.

Evert de Waelsman, plaintiff, demands of Tjiriek Clasen payment of wages for nineteen days, and for mowing grass two days. [Defendant] is ordered to pay two schepels of wheat for the mowing of the grass, and two gldrs. in zeewant, per day, for the nineteen days, and to pay the whole amount within six weeks.

Jacob Joosten, plaintiff, vs. Poulus Poulussen. Default.

Jacob Joosten, plaintiff, vs. Aert Jacobsen. Default.

Tjiriek Clasen, plaintiff, vs. Pieter Hillebrantsen. Default.

Thomas Chambers requests of the Commissaries further particulars from the Schout of the written charges made against him.

And whereas Thomas requests **the same to be in writing**, though he has received a copy and he claims that omissions occur therein, the Commissaries have therefore examined said copy, and find the same to be correct and to correspond with the original charges. At the request of the Schout, it is consented that the parties be referred to the Lord Director General and Council of New Amsterdam, or they may await the arrival of the Lord General.

October 26, Anno 1661.

Extraordinary Court Session, called by Thomas Chambers to proceed against the Schout, Roelof Swartwout.

Whereas, Thomas Chambers, by petition, asks the Commissaries. "Why am I, Thomas, not permitted to appear before the Court, notwithstanding the Schout has summoned me?"

The reason why Thomas was summoned is because of the four schepels of wheat which he guaranteed for his servant Poulus Poulussen, and for which he refuses to pay to the Court Messenger sent to him. The Consistory petitioned that the Magistrate should kindly demand the same. The Schout therefore summoned him, Thomas. If his name was not called from the calendar, his default will be opened. Secondly: Whereas, Thomas by a petition has further requested the Commissaries to give reasons why the parties are referred to the Director General and Council, the Commissaries answer that, as Thomas has denied all the charges which the Schout presented against him, and as these concern the Supreme Magistrates, the matter has been referred to the Director General and Council of New Amsterdam.

Thus done, for cause us thereunto moving.

By order of the Commissaries.

Ordinary Session, held Tuesday, November 8, Anno 1661.

Present: The Schout, Evert Pels, Cornelis Barensse Slecht. Aldert Heymanse, absent.

The Schout, plaintiff, demands of the Sergeant proof of what he has complained about Fop Barentse. The Sergeant denies this. Fop Barensse, the defendant, also declares it to be untrue, and says he was at work.

The Schout, plaintiff, vs. Pieter van Alen, defendant. Default.

The Schout, plaintiff, vs. Tjiriek Clasen, defendant. Default.

Matheus Blanchan, plaintiff, vs. Pieter van Alen, defendant.

Plaintiff, by virtue of a power of attorney conferred upon him by Fousien Briel, demands payment of Pieter van Alen of the amount of two schepels of wheat. Default.

Jan Aersen, plaintiff, demands of Evert Pels, defendant, payment of the amount of forty gldrs., thirteen stivers. Defendant offers to pay the plaintiff in strung zeewant. The plaintiff, Jan Aersen, is not satisfied with zeewant. He is ordered to show, at the next session of the Court, whether the debt arose in beavers or in zeewant, and, as the defendant does not admit owing in beaver price, Jan Aersen is required to submit a true account.

Gertjen Bouts, plaintiff, demands of Jan Aersen, payment of the quantity of twenty-one schepels of wheat. Jan Aersen admits owing the same and on consent promises to pay one-half within two weeks, and the other half next spring.

Jan Jansen van Eykelen, plaintiff, demands of Margrita Clabbort payment of the sum of seventy-two guilders.

Margrita, on the other hand, demands payment from Jan Jansen van Eykelen of rent incurred while living in her house.

The Commissaries having heard the parties, both are referred, under orders from the Schout and Schepens, to two good men to arbitrate the matter as far as possible. For which purpose the Schout and Schepens select Jacob Boerhans and Aldert de Rademaker [the wheelright], who, if a decision should prove too difficult, are permitted to choose a third.

Jan Joosten van Eykelen, plaintiff, demands of Pieter Loockermans the payment of fourteen schepels of wheat and asks to be allowed to attach his money here. Pieter Loockermans says he does not owe him any wheat, and that, besides, he has worked for him two or three days. The Commissaries, having heard the parties, refer them to the judge having jurisdiction.

Jan Janse van Eykelen, plaintiff, vs. Jan Willemse, defendant. Plaintiff demands of Jan Willemsen payment for the amount of six schepels of wheat. Default.

Basjen [Pieters], plaintiff, vs. Aert Otterspoor. Plaintiff demands of Aert Otterspoor payment of nineteen guilders. Aert Otterspoor admits owing Basjen Pieters nineteen guilders, and assigns to Basjen Pieters [his claim] against Evert Pels who agrees to pay the same.

Basjen Pieters, plaintiff, demands of Poulus Poulussen payment of the amount of twenty-three guilders and assigns one-half of it to the poor or to the church. Third default.

The Schout and Schepens order the defendant to pay within two days, together with the costs accrued under the law relating thereto.

Note. Poulus Poulussen having appeared this day, and having been heard in his defense, denying everything, he saying that he drank there only once, for which the new farmer paid for him, the Commissaries, having heard both parties, order Basjen Pieters to prove the debt, the party found in the wrong to pay the costs.

Femmetjen Alberts, plaintiff, demands of Gerrit van Campen, defendant, payment of the amount of twelve guilders. Second default.

Geertruyt Vosburgh, plaintiff, says that she gave an order to Jan van Breeman for two hundred boards to be delivered here at Wildtwyck. Jan van Breeman, defendant, produces a certificate by two witnesses, that Gysbert van den Bergh would not let the boards go forward until the payment of the money advanced by him thereon.

And as Geertruyt Vosburgh had Jan van Breeman arrested here, and she showed us an extract, dated August 23, whereby the Honorable Commissaries of Fort Orange ordered the defendant either to pay or to deliver the boards at this place, the defendant is ordered to furnish a bond for the remaining one hundred and fifty-two boards, and he offers as surety Juriaen Westgaer. This (x) is the mark of Juriaen Westgaer. And for this reason the parties are referred to the judge having jurisdiction.

Fop Barensen, plaintiff, demands of Jan Jansen, defendant, eight schepels of wheat for wages earned by him. Default.

Evert de Wachtsman [the watchman], plaintiff, demands of Juriaen Westgaer, defendant, payment of the amount of forty

gldrs. in zeewant. Defendant admits owing the same and promises to pay within fourteen days.

Gritjen Hillebrants, plaintiff, demands of Juriæn Westgaer payment of her full wages, and says that her master discharged her. Defendant denies this, and Gritjen is ordered to produce good witnesses at the next session of the Court.

Eymmetjen, defendant, places under attachment the moneys of Jan the weaver, which are in the custody of Cornelis Barensse Slecht.

Ymmetjen de Backster [the baker], defendant, places under attachment the moneys of Arent Isaesen, which are in the custody of Cornelis Barensse.

First Session, held Wednesday, November 16, Anno 1661.

Present: The Noble Lord General, Petrus Stuyvesant; The Schout, Roelof Swartwout; Commissaries, Evert Pels, Cornelis Barensse Slecht, Aldert Heymanse Roosa.

Femmetje Albert, plaintiff, demands twelve guilders of Gerret van Campen, who admits the debt. The Schout and Schepens order the defendant to pay.

Mathyeu Blanchan, plaintiff, vs. Pieter van Alen, defendant. The third default.

Gritjen Hillebrants, plaintiff, says that her master discharged her, which she offers to prove by two witnesses. They testify that they heard her master say: "Where you have been during the day, go there also at night." Juriæn Westgaer, defendant, says that what the witnesses say is correct. Both parties having been heard, Juriæn Westgaer is ordered to pay Gritjen Hillebrantsen a quarter year's wages.

Jan Jansen van Eyckelen, plaintiff, demands a receipt and the liquidation of the balance of his account. He testifies under oath that the debt is just, according to his account. Arien Symensen, the defendant, is ordered to give plaintiff a receipt and to pay the balance of the debt.

Bart Sybrantse, plaintiff, demands of Lowys Dubo the amount of seven schepels of wheat as payment for the freight of cattle. Lowys Dubo, defendant, says he paid his share.

Whereas, the defendant admits having ordered the cattle of Bart, he is therefore, after deliberation, ordered to pay.

Bart Sybrantsen, plaintiff, demands sixteen guilders in zeewant from Harmen Jansen in payment for passage of himself, wife and children from the Manethans [Manhattan], to the Hesopues [Esopus], also eight guilders paid to Mr. Poulus, besides half a schepel of peas. Harmen Jansen, defendant, admits that he owes the debt, and is ordered to pay, before his departure, twenty-four guilders in zeewant and a half schepel of peas, to Bart Sybrantsen.

Geertruyt Andrissen, plaintiff, demands of Gerrit van Campen payment of two schepels of wheat and eleven guilders in zeewant. Gerrit van Campen, defendant, having been heard in his own defense, is condemned to pay one schepel of wheat and eleven guilders, in zeewant.

Weynant Gerritsen, plaintiff, demands payment of Jan Lammersen, defendant. The first default.

Ordinary Session held Tuesday, November 22, [1661].

Present: The Noble Lord General, Petrus Stuyvesant; Schout Roelooft Swartwout; Commissaries, Evert Pels, Corneis Barensse Slecht, Aldert Heymanse Roosa.

Evert Prys, plaintiff, by a petition, demands the return of the two cows he let to Roelooft Swartwout for one-half of the natural increase, which is testified to by Pieter Jacobsen. Roelooft Swartwout, the defendant, admits having hired the cows, and is permitted to keep said cows until the expiration of the three years, as contracted for.

Mathyue Blansan, plaintiff, summons Pieter van Alen again, and, by virtue of a power of attorney from Toeryn Briel, demands two schepels of wheat and a sack [zak, or three schepels]. Defendant's third default.

He is ordered after the third default to pay to Matheue Blanchan, by virtue of a power of attorney, and the costs of the case.

Wynant Gerritsen, plaintiff, demands thirty guilders in zeewant from Jan Lammersen, defendant, who admits he justly owes the debt. The parties having been heard by the Honorable Court,

the defendant is ordered to pay Weynant Gerritsen thirty guilders, the amount claimed, besides the costs accrued herein.

The Schout, plaintiff, demands a fine of Tjirick Clasen because he carted during the harvest. Fined six guilders.

The Schout, plaintiff, demands a fine of Pieter van Alen, because he desecrated the Sabbath by receiving people and selling them brandy during the sermon. The defendant is ordered, on his third default, to pay the legal fine.

Ordinary Session, held at Wildtwyck, December 6, 1661.

Present: The Lord Schout; Evert Pels, Cornelis Barensse Slecht, Aldert Heymanse Roosa.

Jonas Ransou, plaintiff, vs. Mathys Roeloofsen, defendant. Plaintiff alleges that defendant murderously attacked him at night, without reason or cause. He accuses him of having been at his wife's bed, and of having overpowered him, so that he would have been murdered if no assistance had come, the which plaintiff says he can prove. Defendant's first default.

Machtelt Stoffels, plaintiff, demands of Altjen Constapel a pettycoat which plaintiff loaned her when she fled from her husband, Mathy Constapel. Defendant's first default.

Christiaen Nissen romp, Sergeant, plaintiff, demands of Magiel Veree eight guilders, heavy money, and also two schepels of loaned wheat. Defendant says he paid the eight guilders of heavy money to My Lord the General. Whereas, Magiel Veere can not prove the payment, therefore the Schout and Commissaries, having heard the parties, order Magiel Feere to pay the aforesaid amount within six weeks.

On the same date, Cornelis Jansen, sawyer, petitions for a lot for a house, which is granted him by the Schout and Schepens, the same to be pointed out to him at the first opportunity.

Ordinary Session, held at Wildtwyck, January 3, Anno, 1662.

Present: The Schout, Roelooft Swartwout, Aldert Heymanse Roosa, Cornelis Barensse Slecht.

Tjirick Classen, plaintiff, demands of the Schout, Roelooft Swartwout, the cost of three summonses and also demands, without proof, two schepels of wheat.

Roeloo Swartwout, the defendant, denies owing the two schepels of wheat demanded by the plaintiff. Whereas, Tjirick Clasen cannot prove the debt, his claim is rejected, but the Schout is ordered to pay for the three summonses.

Tjirick Clasen, plaintiff, demands of Pieter Hillebrantsen, defendant, eight schepels of wheat. Pieter Hillebrantsen admits he owes the debt. The Schout and Commissaries, having heard the parties, order Pieter Hillebrantsen to pay the plaintiff two schepels every week until the eight schepels are paid.

Huybrecht Bruyn, plaintiff, demands of Tjirick Clasen the value of six schepels of wheat. The defendant admits he owes the debt, and promises to pay the same to the Schout within six weeks.

Casper Caspersen, plaintiff, demands of Pieter Jillessen payment of the amount of thirty-two guilders zeewant, as per obligation. The defendant Pieter Jillisse admits he owes the plaintiff. The Commissaries, having heard the parties, order the defendant to pay within fourteen days.

Casper Casperse, plaintiff, demands of Jonas Ransou, payment of the amount of twenty-nine guilders, sixteen stivers, in zeewant, as per obligation. The defendant admits he owes the debt. The Schout and Commissaries, having heard the parties, order Jonas Ransou to pay the amount sued for within eight days.

Mathys Roeloofsen, plaintiff, demands from Albert Gerritsen payment of the cost of palisades for a lot bought and not built upon. The defendant answers as follows: The Schout and Commissaries have given me the lot for which I am to pay six schepels of wheat for expenses incurred for palisades.

Mathys Roelofsen, plaintiff, demands of Aert Aertsen Otterspoor payment of the quantity of ten schepels of wheat, due for drinks of brandy. The first default.

Huybrecht Bruyn, plaintiff, demands of Barent Gerritsen payment of the value of sixteen schepels of wheat for wages earned on a lot of work thus undertaken, which Jan Westhosen is willing under oath to affirm he heard. The first default.

Albert Gerritsen, plaintiff, demands from Jan Jansen van Ammerstede payment of the quantity of twenty-seven schepels

of wheat due for wages earned. Defendant Jan Janse van Amersfoort's [*sic*] first default. Paid.

Jan Jansen van Amersfoort, plaintiff, vs. Willem Haf. The first default.

Gerrit van Campen appears and assigns to Jan Barense six schepels of wheat which Aldert Heymanse promises to pay.

Matheu Blanchan, plaintiff, demands from Pieter van Alen, by virtue of an earlier judgement against him, payment of two schepels of wheat and a sack. Whereas, Pieter van Alen shows us a receipt from Toesyn Briel's son-in-law for the debt sued for, dated November 24, and whereas Matheu Blanchan has pressed the Schout to issue execution against Pieter van Alen, who has demanded security from Matheu Blanchan, which is conceded as due to Pieter van Alen, but Matheu Blanchan refuses to give security, and the parties, at their request, having been heard, Pieter van Alen is ordered to pay, as aforesaid, provided Matheu Blanchan gives security on his claim against Pieter van Alen.

January 10, Anno 1662.

Huybrecht Bruyn requests an extraordinary session of the Court for the purpose of proceeding against Barent Gerretsen, the party found in the wrong to pay the cost.

Huybrecht Bruyn, plaintiff, demands from Barent Gerritsen, defendant, payment of the value of sixteen schepels of wheat for wages earned, for which he had contracted with the defendant. Barent Garretsen, the defendant, denies owing the value of sixteen schepels of wheat, but says that he made a contract with Huybrecht Bruyn for the mason work, for sixteen schepels of oats, of which he offers to make oath.

Huybrecht Bruyn produces two certificates, one by Jan Westhusen who certifies and declares, at the request of Huybrecht Bruyn, that Barent Gerretsen contracted for the mason work in putting up two brandy-stills, and an axle with which to grind, and a malt kiln, in consideration of sixteen schepels of wheat, or in oats at the price of wheat, three schepels of oats to be reckoned equal to one schepel of wheat; and he confirms the same under oath.

The second certificate, made by Jan Broersen, states that he was present when Huybrecht Bruyn, the mason, demanded sixteen schepels of wheat from Barent Gerritsen, and he confirms the same with his oath.

The plaintiff declares the debt sued for is just, and this he confirms under oath.

The Schout and Commissaries, having considered the matter and having found a great error, thereupon order Barent Gerritsen to pay the demanded quantity of sixteen schepels of wheat, besides the cost of the trial. The defendant is allowed a stay of two weeks.

Ordinary Session, held at Wildtwyck this 17th of January, Anno 1662.

Present: The Schout; Cornelis Barensse Slecht, Evert Pels, Aldert Heymanse Roosa.

Jonas Ransou, plaintiff, vs. Evert Prys, defendant. The first default. Paid.

Magiel Feree, plaintiff, vs. Pieter van Alen, defendant. The first default. Paid.

Christiaen Nissen romp, plaintiff, vs. Fop Barensse, defendant. The first default.

Barent Gerritsen, plaintiff, vs. Aert Aertsen, defendant. The first default. Paid.

Barent Gerretsen, plaintiff, vs. Hey Olfertsen, defendant. The first default. Paid.

Barent Gerritsen, plaintiff, vs. Jonas Ransou, defendant. The first default. Paid.

Barent Gerretsen, plaintiff, vs. Jacob Jansen, defendant. The first default. Paid.

Jan Jansen, plaintiff, demands from Willem Jansen Hap, defendant, payment of the quantity of thirty schepels of wheat. Against Willem Jansen Stol, defendant. Paid. The first default.

Albert Gerritsen, plaintiff, demands twenty-seven schepels of wheat from Jan Jansen for wages earned. The defendant answers he does not owe any money until he shall have received the money from William Jansen Stol. The plaintiff replies that he will be able to prove that Jan Jansen must pay him.

Mathys Roeloofsen, plaintiff, demands from Direk Willemse payment of the quantity of ten schepels of wheat, according to account. The defendant admits owing plaintiff ten schepels of wheat, and assigns to him his claim against Tjirick Clasen to receive the value of ten schepels of wheat.

Cornelis Jansen, plaintiff, vs. Pieter van Alen, defendant. The first default.

Jan Dircksen van Breeman, plaintiff, vs. Cornelis Jansen, defendant. The first default.

Jan Dircksen, plaintiff, vs. Jan Lammerse, defendant. The first default.

Hendrick Jochemsen, plaintiff, demands ten and a half schepels of wheat from Jonas Ransou. The first default.

Hendrick Jochemsen attaches the value of six schepels of wheat belonging to Jonas Ransou, in the possession of Direk Willemsen.

Hendrick Jochemsen, plaintiff, demands payment of Jacob Jansen, defendant. The first default.

Ordinary Session, held Tuesday, January 31, [1662].

Present: The Schout, Roelof Swartwout; Evert Pels, Aldert Heymanse Roosa, Cornelis Barens Siecht.

Albert Gerritsen, plaintiff, demands of Jan Jansen van Amersfoort, defendant, payment of the quantity of twenty-seven schepels of wheat. Defendant admits he owes no more than sixteen schepels of wheat for work and for making Willem Jansen Stol's harness. He admits still owing eleven schepels of wheat on account of the work of Geertruyt Andriessen, but promises to pay these eleven schepels at the completion of the job. The Schout and Commissaries order the defendant to pay the first half of the sixteen schepels of wheat within two weeks, and the other half one month after date.

Jonas Ransou, plaintiff, demands from Evert Prys payment of the amount of ten schepels of wheat, three half pints, forty-five stivers, on account of brandy delivered to him.

The defendant answers that he owes only for a pint of brandy. The plaintiff says he is ready to prove that the debt sued for is just.

Hey Olfersen, plaintiff, complains that Barent Gerritsen beat and kicked him and trampled upon him, and proves it by

four witnesses, viz. Jan Lammersen, Alberent Gerritsen, Gommert Gerritsen, Aert Pietersen Tack.

The defendant, Barent Gerritsen, admits having beaten the plaintiff three times, and says he beat him because plaintiff heaped abuse upon him and said that he, Barent Gerritsen, was a scoundrel. The defendant is granted time until the next session of the Court to prove his assertions.

Jan Jansen van Amersfoort, plaintiff, demands of Willem Jansen Stol, payment of the amount of fifteen schepels of wheat for wages earned. The defendant admits owing plaintiff the amount sued for. The Schout and Commissaries order the defendant to pay the plaintiff the first half within six weeks, and the balance one month after [that] date.

Session, held Tuesday, February 7, 1662.

Present: The Schout, Roelof Swartwout; Cornelis Barense Slecht, Evert Pels, Albert Heymanse Roosa.

Direk Ariaensen, plaintiff, says he worked for Evert Pels during harvest time, and threshed twenty-seven days. He demands, as daily wages for threshing, two guilders, in zeewant, and, for harvesting, two guilders, ten stivers, in grain, per day. The defendant, Evert Pels, answers he owes the plaintiff no more than one guilder, ten stivers, for threshing, and two guilders, ten stivers for harvesting, both in zeewant.

The Commissaries order the defendant to pay the plaintiff for harvesting, two guilders, ten stivers, in wheat, and, for threshing, one guilder, ten stivers, in zeewant, each per day.

Jan Aersen, plaintiff, demands from Evert Pels payment of the quantity of sixty schepels of oats. The defendant admits owing Jan Aersen the above demanded sixty schepels of oats and promises to pay within fourteen days.

Jan Aersen, plaintiff, demands payment of Roelooof Swartwout. Defendant admits owing the plaintiff and says, if the plaintiff is willing, he will pay him at the opening of navigation.

Hendrick Cornelissen, plaintiff, demands from Albert Gysbertsen payment of the quantity of four and a half schepels of oats for wages earned. The defendant admits owing the amount sued for,

and promises to pay within fourteen days, at the option of the plaintiff.

Hendrick Cornelissen, plaintiff, demands a mudde of wheat [about four bushels] or its value from Jan Willemsen for wages earned. The defendant admits owing plaintiff the aforesaid amount, provided plaintiff first completes the work contracted for. The Commissaries order plaintiff first to finish his work and then to demand payment.

Hendrick Corneelissen, plaintiff, demands from Jan Lootman's wife payment of the amount of twelve guilders, in zeewant. The defendant, Jan Lootman, denies the debt, and answers he does not know what his wife has done, but promises the plaintiff eight guilders he owes him. The Commissaries order the defendant to pay plaintiff eight guilders, in zeewant, and the plaintiff to prove the balance of the debt.

Haremen Hendricksen, plaintiff, demands from Pieter Hillebrantsen payment of the amount of eight schepels of wheat, as per obligation assigned to him. The defendant admits owing the quantity demanded. The Commissaries order defendant to pay within three days three and one-half schepels of wheat, and the balance within six weeks.

Storm Albertsen, plaintiff, demands from Baerent Gerritse the quantity of forty schepels of oats in payment for an anker of brandy [about ten gallons]. The defendant, Albert Gerretse, admits owing the amount demanded. The Commissaries sentence defendant to pay plaintiff within one month.

Hey Olfersen, plaintiff, demands of Barent Gerritsen, as per complaint heretofore presented, security for his hurts, physician's fee, and lost time. Barent Gerritsen admits having thrice beaten Hey Olfersen, as heretofore stated, and that he cannot prove anything further. The Commissaries order and refer the parties to two good men within the period of thrice twenty-four hours.

Machiel Feere, plaintiff, demands from Pieter van Alen payment of the amount of two and a half schepels of wheat for wages earned. The defendant, Pieter van Halen, refuses to pay the amount sued for, and says he does not owe it, and has overpaid the plaintiff. The Commissaries having examined the accounts of the

parties find that defendant has paid one schepel of wheat too much, on which account the plaintiff is ordered, if he cannot adduce further proof, to pay the defendant one schepel of wheat.

The Schout, as plaintiff, declares that on February 2, Anno 1662, one Jacob Boerhans was found very badly hurt in his own house, and that there were present, Jan van Breemen, Sergeant Christiaen Nissen romp, Poulus Poulussen, the Norman, of which I demand judicial inquiry.

Christiaen Nissen romp, defendant, says he is not able to say anything about it.

Poulus Thomassen, defendant, says he did not know anything about it until he came in on the morning of the following day, and, seeing what had taken place, went immediately away. He testifies, however, that the Sergeant took a knife from the table, and threatened him, Poulus Tomassen, with the same.

Jan Direksen van Breeman, defendant, says he was there too, but does not know how Jacob Boerhans happened to get hurt, saying, "I was drunk." He declares that he knew that Sergeant Christiaen Nissen romp and Poulus Tomsen had had trouble, and that Poulus Tomassen had tried to break the Sergeant's sword, and had broken the scabbard to pieces.

Defendant Jan Jansen van Hamersfoort was called upon to testify, but declares that he does not know how Jacob Boerhans happened to get hurt, as he arrived there after it happened.

Christiaen Nissen romp testified: "Poulus Tomassen broke the scabbard of my sword to pieces, and thereupon fell over the bench, and upon me, and thereupon I took a knife from the table and said to him, 'Get off of me.'"

Ordinary Session, held Tuesday this 14th of February, 1662.

Present: The Schout; Evert Pels, Aldert Heymanse Roosa.

Machiel Fere, plaintiff, vs. Pieter van Halen, defendant. The plaintiff demands another two and one half schepels of wheat from Pieter van Halen. Defendant denies owing anything to plaintiff, and even claims a balance in his favor. Whereas, parties have not made up their accounts, the Commissaries refer the parties to two good men, Tomas Chambers and Albert Gerritsen.

Jacob Joosten, plaintiff, demands from Pieter Hillebrantsen payment for the value of four schepels of wheat. Defendant's first default.

Matys Roeloofsen, plaintiff, demands from Jacob Jansen thirty-six schepels of oats. The defendant admits he owes the plaintiff thirty-six schepels of oats. The Commissaries order the defendant to pay within three months.

Mathys Roelofsen, plaintiff, demands from Jacob Bareense payment of three schepels of wheat, due for wine delivered to defendant. The defendant admits owing three schepels of wheat, but says he is not able to pay at present, and requests two or three months' time. The Commissaries order the defendant to pay within two months.

Hendrick Janse Looman, plaintiff, demands from Jacob Joosten payment of the value of forty schepels of wheat, due for moneys advanced. The defendant admits he justly owes the plaintiff. The Commissaries order the defendant to pay twenty schepels of wheat within two months, and the balance after that date.

Jacob Joosten, plaintiff, demands from Mathys Roeloofsen, three and a half schepels of wheat for school-money earned by him. The defendant admits owing plaintiff the aforesaid amount and requests four weeks' time, which are allowed him.

As plaintiffs, Aert Aertsen and Pieter Jillessen demand full payment for taking care of the Schout's cows. The Schout answers that they were only to take care of the cows during harvest time, and therefore he refused full payment. The plaintiffs say that as the Schout had the cows brought to his land they were not obliged to receive them again. The Commissaries order the Schout to pay in full.

Albert Gysbertsen, plaintiff, demands from Aert Jacobsen payment of the value of three beavers, wages earned for making a plough. The defendant answers he owes no more than two beavers and a half. The Commissaries find that plaintiff is entitled to his full wages, and thereupon defendant is ordered to satisfy the plaintiff.

Jonas Ransou, plaintiff, vs. Evert Prys, defendant. Default.

Hey Olfertsen, plaintiff, says, Barent Gerritsen has been unwilling to appear before good men to settle his difference with me. The defendant answers that he has not had time. The Commissaries order the defendant to pay to Hey Olfersen, according to the account furnished, eighteen guilders, four stivers, and in addition, for expenses incurred, such as court summons, six gldrs. more, making together twenty-four gldrs., four stivers.

The Commissaries order plaintiff to pay a fine of six gldrs., for the poor.

Mathys Roeloofsen, plaintiff, vs. Barent Gerretsen, defendant.

Plaintiff says he bought of defendant three ankers of distilled waters, one anker [about ten gallons] to be delivered every consecutive week. The defendant answers, and admits he sold plaintiff three ankers of distilled waters and delivered two of them, but says he is not willing to deliver any more until he is first paid. The Commissaries order the defendant to deliver the third anker of wine within a week's time, and further order the plaintiff to pay within a week from date thirteen schepels of wheat and fifty guilders, in zeewant.

Jan Lammersen, plaintiff, demands from Femmetjen Alberts five schepels of wheat, the selling price of a pig.

The defendant, Femmetje Alberts, answers she does not owe more than four schepels of wheat. The plaintiff answers he will be satisfied with four schepels. The Commissaries order defendant to pay one-half within two weeks and the other half two weeks after date.

Jan Barense van Ammeshof, plaintiff, demands from the Schout payment of the value of nineteen schepels of wheat.

Roeloof Swartwout, the defendant, admits the debt and requests time. The Commissaries order defendant to pay within six weeks.

Jacob Joosten, plaintiff, demands from the Schout seven schepels of wheat and one daelder [sixty cents].

The Schout, defendant, admits the debt. The Commissaries order defendant to pay within one month.

Jan Janse Brabander, plaintiff, demands from Aert Jacobsen, defendant, payment of the value of ten schepels of oats. The defendant admits the debt and promises to pay the oats.

Christiaen Nissen romp, plaintiff, demands from Fop Barense, defendant, as payment for a hat, six schepels of wheat and five gldrs., ten st., in zeewant. Defendant admits owing the debt sued for. Plaintiff grants defendant three weeks' time.

The Schout, as plaintiff, again informs the Commissaries that one Jacob Boerhans was very badly wounded in his own house, and requests to be allowed to secure legal evidence concerning the same from the witnesses who were present at the time, viz., Christiaen Nissen romp, Poulus Tomassen, Jan Direksen van Breeman, and requests that Jan Janse give testimony in regard to the same, as he had come there.

Ordinary Session. held Tuesday, February 28, 1662.

Present: The Schout; Evert Pels, Albert Heymanse Roosa, Cornelis Barense Sleet.

Christiaen Nissen romp, plaintiff, vs. Matys Roeloofsen and Altjen Sybrants, defendants.

Plaintiff demands, as payment for a hat, the value of six schepels of wheat. Defendant admits the debt, but answers he has an account against the plaintiff.

Plaintiff says the account is wrong, and defendant answers that he is able to prove the same.

The Commissaries order the defendant, in accordance with his own request, to prove his account at the next session of the Court.

[No names appear in the following case, but judging from the second entry in the next session it was between Christiaen Nissen romp and Mathys Roeloofsen.]

The plaintiff tells the Court how the defendant, during the night, pushed the drunken savages out of the house, which the defendant admits, saying they rushed, with kettles, in and out of the house.

The plaintiff further says that, because he happened to mention this at the house of Jan Brouwersen, the defendant, and especially his wife, called him, the plaintiff, names, in his own house, on a Sunday before the morning sermon, saying he was a rascal and a thief—"you robber of reputations."

The defendant admits having called plaintiff names, and considers him now just such a person as he was stated to be, and asks if he can prove that I sold brandy to the savages.

On the second count, the Commissaries, upon the plaintiff's demand, order the defendant to prove at the next session of the Court what rascally and thieving acts the plaintiff has committed, under a penalty [to be imposed on] defendant, as an example to others. In addition, the defendant is ordered to prove how the savages obtained the brandy, or he will be punished at the next session of the Court.

Jonas Ransou, plaintiff, demands from Evert Parys, defendant, payment of the amount of ten schepels of wheat and forty-five stivers for sold brandy. Defendant denies the debt. Martin Harmense, a witness, says that Jonas Ransou fetched three cans of brandy for defendant.

Christiaen Nissen romp, a witness, says he heard that Evert Prys promised to pay Jonas Ransou ten schepels of wheat.

The Commissaries order defendant to pay to the plaintiff the amount sued for, within two months, unless the defendant can furnish counter proof.

Evert Parys, plaintiff, vs. Jonas Ransou, defendant. Plaintiff says that Jonas Ransou, in the presence of Poulus Poulussen, Jan Brouwersen and Jan de Brabander, called him a thief and a scoundrel.

The defendant denies having called names, but says that plaintiff did not act right in trying to keep from defendant what belonged to him.

Storm Albertsen, plaintiff, demands from Jonas Ransou, defendant, payment of the amount of ten schepels of oats and two schepels of wheat, as per obligation which ought to have been paid Dec. 10, 1661. The defendant admits the debt. The Commissaries order defendant to pay within two weeks, without further delay, besides the costs.

Aert Pietersen Tack, plaintiff, demands from Aert Jacobsen payment of the amount of eighty-one schepels of oats. Defendant admits the debt but says he is not now able to pay. Requests time.

Commissaries order defendant to pay the plaintiff twenty schepels of oats every two weeks until the debt is paid.

Barent Gerritsen, plaintiff, vs. Matys Roelofsen, defendant. Plaintiff demands from the defendant payment of thirteen schepels of wheat and fifty guilders, in zeewant, for wines delivered to him. Defendant says that, whereas plaintiff did not, in accordance with the judgment, deliver the third anker, he does not now want plaintiff's wines, and requests that the third anker of wine be deducted from the bill. The Commissaries order plaintiff to value the anker of wine at eighty guilders, in zeewant, to be deducted from the bill.

Defendant is ordered to pay plaintiff eight schepels of wheat within two weeks.

Barent Gerritsen, plaintiff, vs. Hey Olfersen, defendant.

Plaintiff presents a petition informing the Commissaries that he gave an order to Hey Olfersen, the carpenter, to build a house for him, to be finished without delay, and that he needs it badly. Requests to be allowed to employ another carpenter on it.

The defendant answers that he will have the work done within two weeks, to be ready for occupancy at the pleasure of the plaintiff.

Whereas this matter has already been before the Schout and Schepens, defendant guarantees the completion of the above and, in case of failure, to pay a fine of fifty guilders to the poor, at the pleasure of the Commissaries.

Barent Gerrisen, plaintiff, vs. Jonas Ransou, defendant. Plaintiff demands payment of the value of six schepels of wheat for wine delivered. Defendant demands an account of what has been received for the same. The Commissaries order plaintiff to make out and send in his account.

Direk Arianese, plaintiff, vs. Evert Pels, defendant. Plaintiff demands payment of twenty-seven guilders, ten stivers, in wheat, and also forty guilders, ten stivers, in zeewant. Defendant answers he paid four schepels of wheat, leaving a balance due of five schepels. The Commissaries order defendant to pay plaintiff two schepels of wheat within eight days, and of the balance, one schepel each week, and to pay the zeewant within three weeks.

Evert Pels. plaintiff, vs. Geertruyt Andriessen, defendant. Plaintiff demands payment of the amount of five hundred guilders, eighteen stivers, to be paid in heavy money.

The defendant answers that he has a counter bill, and also that the accounts do not agree but that there is a considerable difference between them. The parties are allowed by Schout and Commissaries two weeks' time to verify and square their accounts, and are ordered to furnish copies to each other.

Ordinary Session, held Tuesday, March 19, 1662.

Present: The Schout, Roeloo Swartwout; Cornelis Barensse Sleght, Evert Pels, Aldert Heymanse Roosa.

Storm Albertsen, plaintiff, vs. Jonas Ransou, defendant. The first default.

Christiaen Nissen romp, plaintiff, vs. Mathys Roeloofsen, defendant. Plaintiff again demands that defendant prove what rascalities and slanders the plaintiff committed.

Defendant requests another two weeks' time to adduce proof. At the request of the defendant, the parties are granted two weeks' time by the Schout and Commissaries.

Geertruyt Andriessen, plaintiff, presents an account against the Schout, and demands fifty lbs. of butter and some beavers, for carting sixteen stack-poles.

The Schout demands a copy of the account with full particulars. The Commissaries allow the parties two weeks' time, and order a copy of the account to be furnished.

Lowys Dubo, plaintiff, vs. Coenraet Jans or Ham and Christiaen Andriessen, defendants.

Plaintiff demands from defendants payment of five schepels of rye, on account of ribbons sold them. Defendants admit the debt. The Commissaries order defendants to pay within three weeks.

Classjen Thunes, plaintiff, demands from Pieter Hillebrantse, defendant, payment of the amount of twenty-two and one half schepels of wheat, due on account of brandy and Spanish wine sold to him. The first default.

I, undersigned, Pieter van Halen, acknowledge owing Pieter van Alen, the amount of one hundred and thirty schepels of good

winter wheat, and in default of payment the parties have agreed that Pieter van Halen shall keep at interest the aforesaid one hundred and thirty schepels of wheat for the period of two years, commencing August 1, 1662, and shall pay for the use of said moneys ten schepels of wheat per annum. Pieter van Halen promises to return and repay the aforesaid principal, with the interest thereon, on March 14, 1664. For this purpose, said Pieter van Halen binds and absolutely mortgages his house and lot, situated here, besides all his property, real and personal, present and future, submitting himself to the jurisdiction of all Lords and Courts.

PIETER VAN HALEN.

Ordinary Session, held Tuesday, March 28, 1662.

Present: The Schout, Roelooft Swartwout; Evert Pels, Aldert Heymanse, Cornelis Barensse Slecht.

Christiaen Nissen romp, plaintiff, vs. Mathys Roeloofsen, defendant. Default.

The Commissaries allow defendant one more default, for the last time, under penalty of imprisonment.

Cornelis Jansen Houtsager [sawyer], plaintiff, vs. Carsten Carstense. Default.

Cornelis Barensse Slecht, plaintiff, vs. Juaraen Westvael. Default.

Cornelis Barensse Slecht, plaintiff, demands from Geertruyt Andrisse, defendant, payment of the amount of one hundred and forty-six guilders, ten stivers, heavy money, advanced for building the bridge.

The defendant answers she has a counter bill. The Commissaries order defendant to produce her account at the next session of the Court, and to have it complete.

Ann Bloms, plaintiff, demands from Jan Mertense payment of twenty beavers, according to a delivered obligation, for which defendant's corn, now held by Andries the weaver, has been attached. Defendant answers he knows nothing about the debt, and requests time until his wife arrives here, and lets his grain be held till then.

Philip Hendricksen, plaintiff, demands from Willem Mertense payment of the quantity of two muddes [about four bushels each] of

wheat for two thousand bricks delivered by him. Defendant admits having bought the bricks from plaintiff. Whereupon the Schout and Commissaries order defendant to pay plaintiff the two muddes of wheat.

Jeronimus Ebbingh, plaintiff, vs. Cornelis Barens Sleght, defendant. Plaintiff demands from defendant two thousand gldrs., five years' rent for the use of his farm, and now asks to be permitted to enter upon his farm and a restitution of everything, according to lease between both parties. The defendant answers he paid five hundred and fifty-six guilders.

Plaintiff demands a copy of the account, and announces the seizure by the Court Messenger of the threshed and unthreshed grain, the brewing kettle and appurtenances, and the remaining cattle, all of which were in the possession of Cornelis Barens Slecht on March 29.

The Schout and Commissaries, having carefully considered this matter, find a small yield of grain, and therefore resolve that it is unreasonable, as it is not right, in the first year of the lease, to take a farm from the lessee because he is unable, owing to poor crops, to pay the rent which is due, and order defendant to pay the rent of the current year within one week. And as defendant has requested time for the payment of the money due, he promises to pay one thousand guilders within seven months, and engages to pay in addition one-sixth, under penalty of judgment by default.

Jeronimus Ebbingh, [the plaintiff], signs appeal papers and requests permission to appeal.

Jeronimus Ebbingh, plaintiff, demands from Willem Mertense payment of the amount of thirty schepels of wheat due in the fall of 1661, on the sale of 150,000 planks. The defendant admits the debt, but answers that he has an account against the Commissaries for the sale of lime. The Commissaries agree to pay Jeronimus Ebbingh thirty schepels of wheat next fall.

Pieter de Reymer, plaintiff, vs. Willem Jansen Stol, defendant. Plaintiff demands payment of the value of eight schepels of wheat, for panes of glass sold and set. Defendant acknowledges the debt and requests time. The Commissaries order him to pay the plaintiff

the amount sued for. He promises to pay one-half within three weeks, and the other half in the fall, at plaintiff's option.

Hermen Vedder, plaintiff, demands from Jan Mertense payment of the value of one hundred schepels of oats, and announces the seizure at the house of Andries Barrense of the grain belonging to Jan Mertense. Defendant admits being indebted to Hermen Vedder. The parties decide to come to an agreement.

Barent Pietersen, plaintiff, demands from Barent Gerritsen payment of the amount of ninety-five schepels of wheat, as per obligation payable November 1, 1661. Defendant admits he justly owes the debt, and says he is not able to pay. The Commissaries order defendant to pay the plaintiff the amount sued for.

Barent Pietersen, plaintiff, demands from Willem Mertense payment of the amount of twenty-five schepels of wheat. Defendant admits the debt, and says he has the guarantee of the Commissaries for lime delivered to them. They agree to pay Barent Pietersen twenty-five schepels of wheat next fall for Willem Mertense, if so much is due him.

Elsje Jans, wife of Hendrick Jochemse, had attached the value of six and one-half schepels of wheat in the possession of Aldert Heymanse Roose, belonging to Barent the shoemaker, and now gives notice of the attachment. She also gives notice of another attachment of the value of five schepels of wheat and three and one-half guilders, in zeewant, in the possession of Evert Parys. "The money belongs to Jonas Ransou who owes the above named amount to me." She gives notice of the attachment of the money of Frans Pietersen in the possession of Albert Gysbertse, and "all the money that is coming to him there."

Ordinary Session, held this March 29.

Present: The Schout; Evert Pels, Aldert Heymanse Roose, Cornelis Barense Slecht.

Willem Mertense, plaintiff, vs. Geertryut Andriessen, defendant. Default.

Matheu Blanchan, plaintiff, says he leased to Mathys Roelofsen two oxen for the amount of fifty guilders, for the purpose of carting wood to his house, and that this should have been done

last fall. The defendant, Mathys Roeloofsen, says his wife hired the oxen for fifty gldrs., but has not yet carted it all, and therefore refuses to pay. Jan Mertense testifies that the oxen were leased and hired, and that the carting ought to have been finished in the fall at ploughing time, or the oxen returned.

Whereas, Mathue Blanchan says he has another account against her, he is given time until next session of the Court to make out his bill.

Geertruyt Andrissen, plaintiff, vs. Roeloof Swartwout, defendant.

Iley Olfersen, plaintiff, vs. Barent Gerritsen, defendant. Plaintiff says he is building for defendant, and, as the work was given out by contract and there is not sufficient lumber, he is obliged to wait. Defendant says windows and doors are still to be made.

Plaintiff answers that no mention is made in his contract about his making windows and doors. The Commissaries, after calling in carpenters and obtaining their advice, decide that Barent Gerritse shall pay extra for doors and windows.

Jeronimus Ebbing says that, although the grain in possession of Cornelis Barensse Slecht has been seized, he will not oppose either its threshing or sowing there, as may be necessary, but asks the Commissaries to supervise the same and to see that the over-plus grain be not neglected.

The Commissaries agree to attend to their duty in this matter, according to law.

Ordinary Session, held Tuesday, April 18, 1662.

Present: Roeloof Swartwout, Evert Pels, Aldert Heymanse Roosa, Cornelis Barensse Slecht.

Pieter van Halen, plaintiff, demands three and one-half schepels of wheat, in payment for a pair of shoes. Warrenaer Hoorensbeeck, defendant, admits he honestly owes plaintiff the debt. The Commissaries order defendant to pay the amount he is sued for, within a month's time and without further delay.

Volekjen Jans, plaintiff, demands from Jan Aersen the amount of thirty-four schepels of wheat, for one month's board and for zeewant advanced him. Defendant denies owing so much, and de-

mands an itemized account. The Commissaries order the parties to furnish a copy thereof.

Christiaen Nissen romp, plaintiff, demands from Roeloof Swartwout payment of eighteen schepels of wheat. Defendant admits the debt and says he will pay within twenty-four hours with the grain belonging to Storm Albertsen, attached by Christiaen Nissen romp at the Ronduyt [Redoubt].

Christiaen Nissen romp, plaintiff, demands from Juriaen Westgaer payment of the amount of twenty-nine schepels of wheat, according to bill produced in court, due for wages earned.

Defendant admits the debt and promises to pay within two weeks, plaintiff being willing.

Cornelis Barensse Slecht, plaintiff, demands from Juriaen Westgaelt payment of the amount of one hundred and fourteen gldrs., heavy money, due for wages earned for brewing.

Defendant Juriaen Westvael admits he honestly owes the debt. The Commissaries condemn defendant to pay within six weeks.

Cornelis Barensse Slecht, plaintiff, demands payment from Geertruyt Andriessen of the amount of one hundred and seven gldrs. ten stivers. Defendant admits owing plaintiff the debt. The Commissaries order defendant to pay the amount sued for within six weeks.

Christiaen Nissen romp, plaintiff, demands from Tjirick Classen payment for a cow sold defendant and for wages earned, together amounting to one hundred schepels of oats. Defendant admits the debt, and says he is not able to pay at present as he will be obliged to sow his oats himself. The Commissaries, having heard the parties, order Tjirick Classen to pay plaintiff the amount sued for, and, on default of payment, plaintiff is authorized to seize the cow.

Jan Aersen, plaintiff, demands from Tomas Chambers payment of the amount of one hundred gldrs., heavy money, due for wages earned for smithing.

Defendant admits the debt and requests six months' time. The Commissaries order defendant to pay the amount sued for, within six weeks.

Elsjen Jans, plaintiff, demands from Jonas Ransou five schepels of wheat, and three gldrs., in zeewant. Defendant denies the debt, and says he does not owe more than one can of brandy, and one turkey and three musjens [half pints] of brandy. The Commissaries, having heard the parties, order plaintiff to prove the debt she is suing for and the defendant to pay the debt he has acknowledged.

Willem Mertense, plaintiff, demands from Geertruyt Andrisen payment of the amount of and shows an account. The defendant and plaintiff decide to agree.

The Schout, as plaintiff, vs. Albert Gysbertse. The first default.

Volekjen Jans, plaintiff, demands from Juriaen Westvael payment of the amount of fifteen schepels of wheat, according to obligation produced in court. Defendant's first default.

Matthys Roeloofsen, plaintiff, vs. Jacob Bareense and Willem Mertense, defendants. The first default.

Matheu Blanchan, plaintiff, demands for the second time fifty gldrs., zeewant, for the use of two oxen by Mathys Roelofsen. He also demands twenty-five gldrs., eleven stivers, zeewant, more, for milk, butter and brandy supplied to defendant. Default.

Lowys Dubo, plaintiff, vs. Coenraet Ham and Christiaen Andrisen, defendants. Default.

Lowys Dubo, plaintiff, vs. Pieter Hillebrantse, defendant. Default.

Anthony Cruepel, plaintiff, demands from Hendrick Mertense payment of the amount of twenty-three gldrs., fifteen stivers, in zeewant, due for wages earned. Defendant admits the debt.

The Schout, Roelof Swartwout, agrees to pay plaintiff for Hendrick Martense twenty-three gldrs., fifteen stivers, in zeewant, one-half within two weeks, and the balance one month after that date.

Anthony Cruepel, plaintiff, vs. Pieter Hillebrantse, defendant. Default.

The Schout, as plaintiff, vs. Hester Douwens and Hey Olfer-
sen, defendants.

Plaintiff asks Hester Douwens what she has to say against the defendant Hey Olfersen, as she has accused him of theft. She answers: "This is plain enough, because he took out of my house at night some flour and some pieces of meat, as set forth in the summons. I also miss a beaver, an otter, and a half beaver, as well as an anker of small beer, and the person who stole the one I guess must also have taken the other."

Defendant also announces the attachment, at the house of Jan de Brabander, of goods belonging to Hey Olfersen, to serve as security for the stolen goods.

Defendant, Hey Olfersen, admits having taken some meat and flour from Hester Douwens' house at night, because he was hungry. He also says, "As she would not give me food and I was working for her, I tried to procure it, since there was little or no food for sale here."

Whereas, Hey Olfersen requests of the Schout and Commissaries of the Court here, to be allowed to go out on bail, for the purpose of enabling him the better to plead his cause, the Court, therefore, for cause, hereby consents thereto.

For cause, the Commissaries have suspended judgement in the above mentioned case, and also decide to wait until the arrival of the Noble Lord General, so as to enable the parties the better to plead their cause.

Ordinary Session, held Tuesday, May 2, 1662.

Present: The Schout, Roelof Swartwout; Cornelis Barensse Slecht, Evert Pels, Aldert Heymanse Roosa.

Anthony Cruipel, plaintiff, demands from Pieter Hillebrantse payment of the amount of two schepels of wheat. Defendant admits owing the plaintiff two schepels of wheat. The Commissaries order defendant to pay plaintiff the amount sued for, within eight days.

Lowys Dubo, plaintiff, demands from Pieter Hillebrantse payment of the amount of two schepels of wheat due for ribbons sold him. Defendant, Pieter Hillebrantsen admits owing the debt to plaintiff. The Commissaries order defendant to pay plaintiff the amount sued for, within two months' time.

Jan Lammersen, plaintiff, demands from Juriaen Westphalen payment of the amount of sixteen scheples of wheat, according to obligation, and procuration received from Volekje Juriaens. Defendant admits the debt, says he is at present unable to pay, requests time, and offers to pay proper interest therefor. "The principal together with the interest I promise to pay next fall." Thus declared, at the pleasure of plaintiff.

Mathys Blahchan, plaintiff, demands from Mathys Roeloofsen payment of fifty gldrs., zeewant, for the use of two oxen, as already mentioned, and as has been proved. Plaintiff in addition demands twenty-five guilders, in zeewant, for goods furnished. Defendant admits the debt of twenty-five gldrs., zeewant, but says he has not had satisfactory use of the oxen, and therefore declines to pay. The Commissaries, after having heard the parties, and the circumstances being known to the Court, order defendant to pay the plaintiff the amount sued for.

Cornelis Jansen van Dost, plaintiff, demands from Aert Jacobsen payment of the amount of sixty-one guilders, zeewant, for wages earned. Defendant admits the debt but says he carted a load of stone for six guilders, zeewant. The Commissaries order defendant to pay plaintiff fifty-five gldrs. zeewant, within fourteen days.

Mathys Roeloofsen, plaintiff, vs. Coeraet Ham, defendant. Default.

In the matter of the elections, the Schout and Commissaries have decided to nominate the following persons to govern us hereafter, subject to the approval of the **Very Noble Honorable Lord Director General** and the **Lord High Councillors**: Thomas Chambers, Jan Willemse, Tjirick Classen de Wit, Albert Gysbertsen, Aert Jacobsen.

The Noble Lord Director General and High Councillor Gerret Decker were this day here present. The Lords Director General and Councillor continued Evert Pels and Aldert Heymanse Roose as Commissaries, and from the nominees above mentioned appointed Albert Gysbertsen and Tjirick Classen de Wit.

Below stood,

April 27, Ao. 1662, Pieter Stuyvesant.

On May 3, the newly appointed Commissaries took their oaths before the Schout and the old Commissaries, and were installed into office by order of the Noble Lord Director General and the Lord Councillor Gerrit Decker, who were here present.

Ordinary Session, held Tuesday, May 16, 1662.

Present: The Schout, Roelof Swartwout; Evert Pels, Allert Heymanse Roose, Albert Gysbertse.

Jan Broersen, plaintiff, demands from Cornelis Barense the amount of six schepels of wheat and says he sold him hops therefor. Defendant's first default.

Mathys Roeloofsen, plaintiff, demands from Coenraet Ham payment of the amount of eighty-six gldrs., fifteen stivers, eight pennies, in zeewant. Second default.

Hey Olfersen, plaintiff, presents a petition in writing, stating that he would have finished his work at Barent Gerritsen's, but that owing to the absence of materials such as boards, lumber and nails, he was unable to do so, and that he also was refused board. He therefore asks full payment for his contracted work, and restitution of expenses and damages suffered in consequence.

Defendant, Barent Gerritsen, answers that there were boards still there for use, and that he did not refuse him board. The Commissaries order plaintiff to prove that his materials had been used up, as stated in his petition presented to the Court.

Ordinary Session, held Tuesday, June 22, 1662.

Present: The Schout; Evert Pels, Albert Heymanse Roose, Albert Gysbertsen, Tjiriek Classen de Wit.

Hey Olfersen, plaintiff, vs. Barent Gerritsen, defendant. Plaintiff demands a total of sixty-four gldrs., heavy money, in restitution of expenses and for lost time and board.

Defendant says he is not liable for the expenses, "but if you, Hey Olfersen, had not failed me, I would certainly have paid you the last time."

The Commissaries order the defendant to pay plaintiff sixty-four gldrs., heavy money, for damages sustained. They also order plaintiff and defendant each to pay twenty-five gldrs. for the poor,

as both appeared here February 28, and offered fifty gldrs. to the poor if, at the appointed time, Barent Gerritse's house were not finished. This time having expired, it is more Barent Garritsen's than Hey Olfersen's fault, since he, defendant, made the plaintiff do the work over again, so that plaintiff could not complete the work at the appointed time. All of which is known to the majority of the Commissaries and the Schout; they therefore sentence the parties to each pay twenty-five gldrs., for the poor.

Evert Pels does not believe Barent Gerritse should pay for the time during which Hey was detained for his acknowledged theft.

Counter opinion of the Schout and Commissaries: "We deem Barent Gerritsen to be origin and author of all the trouble."

Christiaen Nissen romp, plaintiff, vs. Mathys Roelofsen, defendant. Plaintiff demands of defendant proof of his account, which he himself once before consented to give, and says defendant's book is false.

By order of the Commissaries, Mathys Roelofsen made out another account and found that it tallied with the first one, and at the instance of plaintiff he affirmed it under oath. The Commissaries order plaintiff to pay defendant the amount sued for.

The Schout, plaintiff, vs. Barent Gerritsen, defendant. Plaintiff again demands from defendant a vindication of his honor before the Commissaries' Court, before whom this case comes for the third time, the magistrate having been called names. Defendant, Barent Gerritsen, once more asks for time, and demands an account of expenses from Hey Olfersen.

The Commissaries for the last time grant him time until the next session of the Court, when he is to show what injustice has been done him.

Ordinary Session, held Tuesday, July 4, 1662,

Present: The Schout: Evert Pels, Aldert Heymanse Roose, Albert Gysbertsen.

Mathys Blanchan, plaintiff, demands vindication of his honor. Says that Juriaen told his wife that it was reported that Dirck Adriaensen said to her he had seen Matheu Blanchan beat Juriaen Westvael's pig. Defendant Juriaen Westvael and his wife admit

having heard this from Direk Adriaensen, and state that Pieter Jansen also heard it.

Defendant Direk Adriaensen denies this, and says he did not say so. The Schout and Commissaries order the parties to preserve the peace, and sentence Direk Adriaensen to pay a fine of six gldrs., for the poor.

Mathys Roeloofsen, plaintiff, demands from Coenraedt Ham payment of the amount of eighty-six gldrs., fifteen stivers, eight pennies, in zeewant. Defendant admits owing plaintiff the amount sued for. The Schout and Commissaries order defendant to pay within fourteen days thirty gldrs., and the balance one month after date.

Tjiriek Classen, plaintiff, vs. Pieter Jillessen, defendant. Default.

Christiaen Nissen romp, plaintiff, demands from Mathys Roeloofsen vindication of his honor, under an earlier complaint mentioned in this register. Whereupon the Commissaries refer both to two good men, and a third, to consider and decide the matter. And in case the good men are unable to mediate between them, the parties are referred to the Lord Director General and Supreme Council at the city of New Amsterdam. Such is the order of the Commissaries, in the absence of the Schout.

Ordinary Session, held Tuesday, October 4, 1662.

Present: The Schout; Evert Pels, Aldert Heymanse Roose, Albert Gysbertsen, Tjiriek Classen de Wit.

Grietjen Westercamp, plaintiff, vs. Pieter Jacobsen, defendant. Default.

Classjen Maertens, plaintiff, vs. Pieter Hillebrantsen, defendant. The second default.

The Schout, plaintiff, vs. Barent Gerritsen, defendant. Default.

Barent Gerritsen, plaintiff, vs. Juriaen Westvaal, defendant. Default.

Willem Vredenburgh, plaintiff, vs. Jan Jansen van Amersfoort, defendant. Default.

Extraordinary Session, held at Wildtwyck this 10th of October, 1662.

Present: The Schout; Commissaries, Evert Pels, Aldert Heymanse Roose, Albert Gysbertsen, Tjirick Classen de Wit.

Hans Carrelsen van Langesont, plaintiff, vs. Andries Jochemsen, defendant.

Plaintiff says he took defendant in his yacht up the river, and thence above Fort Orange to the Manathans, and then was not able to collect payment; that he again took defendant to Fort Orange, on his promise to pay there, and not being able to get any money there, the defendant signed an obligation for the amount of seventy-seven gldrs., in zeewant, due for passage money and money advanced at Fort Orange.

Defendant admits that he honestly and truly owes plaintiff the above mentioned debt.

Andries Jochemsen assigns to plaintiff his claim against Cornelis Barensse Slecht, on which to collect seventy-seven gldrs., if plaintiff will consent thereto. Plaintiff requests the Commissaries to allow him costs as well, as defendant would not pay the principal before suit. The Schout and Schepens having considered the request, defendant is ordered, within twenty-four hours, to pay twenty gldrs. for costs, in addition to the principal of ninety-nine gldrs.

Ordinary Session, held October 17, 1662.

Present: The Schout; Evert Pels, Albert Gysbertsen, Tjirick Classen de Wit.

Barent Gerretsen, plaintiff, vs. Juriaen Westvael, defendant. Plaintiff demands payment of the amount of three hundred and fifteen gldrs., thirteen stivers, as per obligation to, and assignment by, Evert Pels, the same payable at beaver's price.

Defendant admits the obligation and also that he accepted the assignment, but denies owing the whole debt and says he only owes part of it. The Schout and Commissaries order defendant to pay his signed obligation within six weeks.

Grietjen Hendricks Westercamp, plaintiff, vs. Pieter Jacobsen, defendant. Plaintiff demands of defendant why he denies his child. Defendant answers, and says, "I have my doubts about it."

Plaintiff says that defendant ruined her, and asks that he restore her to honor.

Defendant denies that he ruined her, and says "she must prove this to me," and also denies that he promised to marry her. He asks her when she became pregnant, and when she was delivered.

Plaintiff says that defendant made her pregnant eight days before Christmas, 1661, and that she was delivered eight days before Kermis [the Fair], 1662. Plaintiff says she conceived at the mill-house of Pieter Jacobsen. Defendant requests two weeks' time. The Schout and Commissaries grant the defendant two weeks' time, and order plaintiff to prove at the next session that defendant ruined her.

Maerten Gerretsen, plaintiff, vs. Pieter Hillebrantsen, defendant. Plaintiff demands from defendant payment of twenty-two schepels of wheat due for debts for liquor. Defendant admits the debt. The Schout and Commissaries order defendant to pay within twenty-four hours twenty-five gldrs., in wheat, and to count this from the aforesaid Court day, by virtue of the third default.

Gerrit Herregrins, plaintiff, vs. Roelooft Swartwout, defendant. Plaintiff demands from defendant two schepels of wheat, payment of wages earned by him. The Commissaries order defendant to pay within twice twenty-four hours two schepels of wheat. Plaintiff shows a certificate against defendant who requests a declaration. The Commissaries order plaintiff to procure his witnesses at the next session of the Court.

The Schout, plaintiff, vs. Barent Gerrissen, defendant. Plaintiff asks from the Court a vindication of his honor and reputation, and that the same be maintained, because defendant has abused the Court.

Defendant acknowledges that he has spoken evil, and asks the Commissaries that the matter may be amicably settled between the parties. The Commissaries resolve and hereby allow the parties to settle their differences amicably.

Ordinary Session, Tuesday, October 31, 1662.

Present: The Schout; Evert Pels, Aldert Heymanse Roose, Albert Gysbertsen, Tjirick Classen de Wit.

Hendrick Cornelissen, plaintiff, vs. Marten Hermensen, defendant. Plaintiff demands from defendant the amount of ten gldrs., ten stivers. The first default.

Barent Sybrantsen van der Hout, plaintiff, vs. Jan Lootman. Plaintiff demands payment of the amount of thirty-six gldrs. zee-want, for freight and board earned by him. The defendant does not deny the debt, and answers that he is willing to pay six schepels of wheat, or thirty-six gldrs., zeewant. The Schout and Commissaries order defendant to pay within ten days.

Jesyntje Verhagen, plaintiff, vs. Jacob Bareuse, defendant. Default.

Willem Mertense, plaintiff, vs. Hey Olfersen Roseblom, defendant. Plaintiff demands payment for freight from the Manathans to the Hesobes [Esopus], amounting to fourteen gldrs., zeewant. The defendant admits having come here with plaintiff in his vessel. Thereupon the Schout and Commissaries order defendant to satisfy plaintiff.

Sara Pieterse Schepmoes, plaintiff, vs. Huybreeht Bruyn, defendant. Plaintiff demands from defendant payment of the amount of fifty-four gldrs., twelve stivers, and costs, according to judgment and the order given to the Doorkeeper* at the city of New Amsterdam on July 21, 1661. Defendant denies the debt. The Schout and Commissaries order defendant to pay within twenty-four hours, under an earlier sentence of the Burgomasters at the city of New Amsterdam, this at the pleasure of plaintiff. As the defendant denies the debt, he must seek redress before the judge having jurisdiction, at New Amsterdam.

Geertruyt Vosburgh, widow, plaintiff, vs. Marten Harmensen, defendant. Plaintiff demands payment of the amount of fifty-

* This word appears here in the Dutch record as *consarsie*, and later as *concergie*, i. e., *concierge*, meaning *doorkeeper*, or the Dutch Court officer, *Deurwaarder*. Though some dictionaries translate *deurwaarder* as a process server, sergeant-at-law, tipstaff, or bailiff, in addition to *doorkeeper*, the revised English translation of Simon van Leeuwen's *Het Rooms-Hollands-regt*, Amsterdam, 1678, by J. G. Kotzé and C. W. Decker, in *Commentaries on Roman-Dutch Law*, London, 1881-1886, renders the word as *Usher* or *Doorkeeper*. The last named form is adopted here and elsewhere in this record as the most appropriate equivalent. The duties of this Court officer, under the Dutch law, differed from those of the Court Messenger or of a Bailiff. The Court Messenger at Wildwyck probably performed the duties of a *deurwaarder*. For some of these duties see *Deurwaarder*, in van Dale's *Groot Woordenboek*.

three gldrs., eight st., due on debt for liquor, as per account produced by her, and which she says has been taken from her husband's book. In addition, there is an account of eighteen gldrs., two st., crossed out in the book. The defendant denies owing her the whole debt, but admits he owes thirty-one gldrs., six st., and says he paid her four beavers on the above itemized bill. The Schout and Commissaries having explained to her, the widow is satisfied with the payment by Marten Harmense of thirty-one gldrs., six st. Accordingly, the defendant is ordered to pay the amount of thirty-one gldrs., six st., and further to prove he paid four beavers.

Tjiriek Classen de Wit, plaintiff, vs. Jan Lammersen, defendant. Plaintiff demands payment of the amount of twenty-one gldrs., in zeewant. He admits he received on the account one beaver for twelve gldrs. The defendant admits the debt, but says he worked one day at harvest time, and demands five gldrs. for this. Plaintiff says his other laborers worked for one schepel of buckwheat, and that he pays no more.

The Schout and Commissaries order plaintiff to pay one schepel of buckwheat for one day's work, and defendant to pay plaintiff the balance as demanded.

The Schout, plaintiff, demands a five-fold fine of Jan Barens Amersfort for having, in the presence of two Commissaries, smuggled into this place an anker of wine.

The defendant, Jan Barens Amersfort, denies having smuggled it. He says he will prove that the soldiers at the Ronduyt [Redoubt] permitted him to discharge the wine, and that they said to him, "The Schout and Evert Pels are present."

The Commissaries grant defendant time until the next session of the Court to furnish proof.

Ordinary Session, held Wednesday, November 1, 1662.

Grietjen Hendriks Westercamp, plaintiff, vs. Pieter Jacobse, defendant.

Plaintiff exhibits to the Schout and Commissaries a certificate and deposition by seven women who certify and declare that they were present at the birth of Grietje Westerkamp's child, and that

she swore three times that Pieter Jacobse was the father of the child. The plaintiff asks for a vindiction of her honor.

The defendant says plaintiff did not behave as a decent girl should, and produces a certificate of Juriaen Westvael and his wife who declare that Grietjen Westercamp lay under one blanket with Jan van Breeman, with his daughter between them. Defendant, being interrogated, admits having conversed and lain with plaintiff, but did not promise marriage, and, besides, gave her no money for it, and asks if a woman can be thirteen months and four days in the family way.

The Schout and Commissaries order defendant to bring clearer proof at the Court's next session.

Thomas Chambers, plaintiff, vs. Evert Pels, defendant. Plaintiff demands from defendant payment of the amount of seven hundred guilders, in wheat and in oats, according to bill of sale of a house, barn and lot. The defendant admits the debt, and offers to pay next winter, as his wheat it yet unthreshed.

Plaintiff demands immediate payment.

Defendant answers he is unable to pay at once, and offers to restore plaintiff's property and to pay him a moderate rent for the same, if he is allowed his outlay for repairs.

Plaintiff refuses to take back his property, but says he proposes to recover his money with costs and accrued and accruing damages. The Schout and Commissaries order defendant to pay plaintiff the amount claimed, within the period of etc.

Thomas Chambers, plaintiff, vs. The Schout, defendant. Plaintiff demands payment from defendant of the amount of forty-six schepels of wheat. Defendant admits the debt, and alleges he has a counter claim. The Commissaries order the Schout to liquidate his account with plaintiff and to pay any balance within six weeks.

The Schout, plaintiff, vs. Thomas Chambers, defendant. Plaintiff demands three fines, of six gldrs. each, due from defendant's unwillingness and neglect to cart materials for the parsonage when the Commissaries ordered this to be done.

Defendant admits having thrice neglected to cart materials for the Court, and says he is not disposed to cart materials for the general parsonage, either by order of the Schout or of the Schepens.

Plaintiff demands that the Commissaries impose the fine, and says that, as they promised the fine to the congregation, it ought to have it. Defendant exhibits a certificate in which it is declared that the Schout and some citizens were at the defendants' house, and that the Schout seized some goods there, trying forcibly to take possession of something, and carried it out of the house. For this, defendant now makes a charge of assault against plaintiff, and craves justice. Plaintiff admits he was with others at defendant's house, in order to collect the fine of six guilders for his neglect to cart. He says he received an order and authority from the Commissaries to make no exception as to any offender, this being for the benefit of those who carted.

The Commissaries sentence defendant to pay eighteen gldrs., for thrice neglecting to cart, and empower plaintiff to deduct the amount of the fines from the debt he owes defendant.

Ordinary Session, held on Tuesday, November 14, 1662.

Present: The Schout; Evert Pels, Aldert Heymanse, Albert Gysbertsen. Tjirick Classen. Default.

Isaack d'Foreest, plaintiff, vs. Barent Gerretsen, defendant. Plaintiff demands payment of one hundred and eighty gldrs., zee-want, as per obligation delivered in Court. Defendant admits the debt. The Schout and Commissaries ask plaintiff to accept a mortgage on defendant's house, located in this place, which defendant voluntarily offers. In case of non payment by April 1, 1663, plaintiff may then take and sell defendant's property until he realizes the amount of the debt of one hundred and eighty gldrs., zeewant, together with costs and interest to the above named date.

Geertruyt Vosburgh, plaintiff, vs. Mathys Roelofsen, defendant. Default.

Hendrick Briesjen, plaintiff, vs. Tjirick Classen, defendant. Default.

Hendrick Bresjes, plaintiff, demands, under power of attorney from Storm Albertse, produced in Court, payment from Barent Gerritsen of the amount of forty schepels of oats, pursuant to judgment of February 7, 1662. The payment not having been **made after three warnings**, plaintiff asks the court to permit him to

proceed with the execution. The Commissaries permit plaintiff so to proceed against defendant, through the Doorkeeper.

Bart Sybrantsen, plaintiff, vs. Hendrick Cornelissen, defendant. Plaintiff demands payment of the amount of three schepels of wheat, due on the sale of some articles. Defendant admits the debt. The Schout and Commissaries order defendant to pay three schepels of wheat within eight days.

Hendrick Briesjes, plaintiff, vs. Jonas Ransou, defendant. Default.

Evert Prys, plaintiff, vs. Albert Gysbertsen, defendant. Plaintiff demands payment of the amount of twenty-five and one-half schepels of wheat, and also twenty-one gldrs., heavy money, for wages earned. Defendant Albert Gysbertsen admits owing the above mentioned debt. The Schout and Commissaries order defendant to pay within six weeks.

Evert Parys, plaintiff, vs. Tjiriek Classen de Wit, defendant. Default.

Evert Parys, plaintiff, vs. Aert Pietersen Taek, defendant. Plaintiff demands payment of the amount of eleven and one-half schepels of wheat, for wages earned. Defendant admits the debt, and offers to pay one-half of it within fourteen days, if it so please the plaintiff.

The Schout and Commissaries order defendant to pay the other half within six weeks.

Warrenaer Hoorenbeeck, plaintiff, vs. Jacob Jansen Stoutenburg, defendant. Plaintiff demands two hundred guilders, heavy money, a couple of shirts, a pair of stockings and a pair of shoes, as payment for wages earned. Defendant admits owing plaintiff eighty gldrs., according to the verbal contract between them, and says he paid thirty gldrs. thereof.

Plaintiff admits having received thirty gldrs., and says that as payment has not been made in accordance with the contract, two years having already passed, he requires full payment.

The Schout and Commissaries order defendant to pay plaintiff, as per contract, eighty gldrs., deducting therefrom the amount already paid, unless plaintiff is able to adduce proof of the agreement between them.

Pieter Jillessen, plaintiff, vs. Roelooft Swartwout, defendant. Plaintiff demands payment of the amount of thirteen beavers. Defendant admits the debt. The Commissaries order defendant to pay plaintiff the amount of thirteen beavers within ten days, and that the grain shall be attached until the debt is paid.

Ordinary Session, held Tuesday, November 28, 1662.

Present: The Schout; Evert Pels, Albert Gysbertse, Aldert Heymanse Roose, Tjirick Classen de Wit.

Pieter Couwenoven, plaintiff, vs. Jacob Stoutenburgh, defendant. Plaintiff demands the amount of thirty schepels of oats and four schepels of buckwheat, sold in 1659 for seed-corn, together with the freight charges thereon. Defendant admits having received the corn with Albert Jansen who bought it from the plaintiff.

The Schout and Commissaries order defendant to pay plaintiff the just half of the amount sued for.

Pieter Couwenoven, plaintiff, vs. Cornelis Barensse Slecht, defendant. Plaintiff demands payment of four hundred and thirty-seven gldrs., in corn, for wages earned, as per obligation made out to Albert Jansen. Defendant answers that he paid the obligation, but that it was not cancelled, and requests plaintiff to show his assignment and power of attorney for the same. Cornelis Barensse is ordered to furnish written proof.

Symen Jansen, plaintiff, demands payment of twenty-seven gldrs., in zeewant, thirty-one gldrs, ten stivers, in beavers, and thirteen schepels of wheat. Pieter van Halen, the defendant, admits the debt.

The Court orders defendant to pay plaintiff the amount sued for.

Albert Heymanse, plaintiff, demands proof of Pieter van Alen who has accused him of using false weights. Defendant admits [the accusation], and says that he did not receive full weight.

The Court orders defendant under arrest until the accusation shall have been proved.

Symen Jansen Romeyn, plaintiff, vs. Willem Jansen Stol, defendant. Plaintiff demands from defendant payment of the amount of seventy gldrs., Dutch money. The debt was due to his

forefather, Claes Hendricksen, deceased, for money borrowed in Holland by Marcus Vogelsaugh on bottomry bond. Defendant offers to pay the principal.

The Court orders defendant to pay plaintiff the principal of the bottomry bond, without interest.

Hendrick Cornelissen, plaintiff, vs. Marten Harmense, defendant. Plaintiff demands of defendant three thousand bricks bought by him but not received. Defendant says he did not deliver any bricks to plaintiff, and admits he owes him eight gldrs., ten stivers.

The Court orders defendant to pay plaintiff the amount of eight gldrs., ten stivers.

Jan Pietersen, plaintiff, demands payment for six schepels, as per assignment by M. [Dr.] Jan. Albert Gysbertsen, defendant, admits the debt.

The Court orders him to pay.

Doctor Jan demands from defendant, Poulus Poulussen, payment of two and one-half schepels of wheat.

Defendant admits having hired Doctor Jan to barber him and give him medical treatment.

The Court orders defendant to pay the amount claimed.

Poulus Martense, plaintiff, demands payment of eighteen schepels of wheat for wages earned. Albert Gysbertsen, defendant, admits the debt.

The Court orders defendant to pay the amount claimed.

Merten Hermensen, plaintiff, demands payment according to judgment which should have been paid within twenty-four [hours]. Defendant, Pieter Hillebrantsen, answers he can make no other payment than what he earns by working for Aert Jacobsen.

Pieter Hillebrantsen, plaintiff, demands from Aert Jacobsen payment of the amount of one hundred and seventy gldrs., in wheat or other grain, for wages earned. Aert Jacobsen, the defendant, admits the debt.

The Court orders defendant to pay the amount claimed.

Barent Gerritsen, plaintiff, vs. Juriaen Westvael, defendant. Plaintiff demands from defendant payment of the amount of three hundred and fifteen gldrs., thirteen stivers, as per an earlier judgment rendered by the Court, here, October 19, 1662.

The Schout and Commissaries order defendant to pay as per former judgment.

Martha Symense, plaintiff, vs. Pieter Jacobsen, defendant. Plaintiff demands from defendant payment of the amount of twenty-eight and one-half gldrs., in heavy money, and seventeen gldrs., in zeewant, besides a shirt, due for wages earned. Defendant admits the debt.

The Court orders defendant to pay plaintiff the amount claimed.

Barent Gerretsen, plaintiff, vs. Albert Gysbertsen, defendant. Plaintiff demands from defendant payment of the amount of ten schepels of oats, nine and one-half schepels of wheat, and forty-six gldrs., zeewant. Defendant admits the debt.

The Schout and Commissaries order defendant to pay.

Gerrit Herregrens, plaintiff, vs. Tjiriek Classen de Wit, defendant. Plaintiff demands from defendant payment of two schepels of wheat.

Gerrit Heergrins, plaintiff, vs. Aert Pieterse Taek, defendant. Plaintiff demands from defendant payment of the amount of four schepels of wheat which his son earned while with defendant. Defendant says he hired plaintiff's son for two years, the first year for ten schepels of wheat and a pair of leather breeches, the second year for fifteen schepels of wheat; that plaintiff took his son away from him, and for fear of arrest sent said son to the Mathans [Manhattan]. This having been made known to the Schout and an order of arrest having been asked for, defendant refuses to pay, or wants plaintiff's son to serve out his time; says the mudde of wheat which plaintiff claims for his son is ready. This is affirmed by Poulus Poulussen who is busy winnowing.

The Commissaries, having heard both parties, order plaintiff to send his son back to serve out his time, as he admits he hired him out under a written agreement with defendant, prepared by himself, and according to which defendant is to pay plaintiff a mudde of wheat. For which reason plaintiff is ordered to pay the fine on arrest. He says he himself represents his son.

EVERT PELS,

The mark (x) of ALBERT GYSBERTSEN,

TIERCK CLASZEN DE WITT.

Christiaen Nissen romp, plaintiff, vs. Albert Gysbertsen, defendant.

Plaintiff demands from defendant payment of the amount of twenty schepels of oats, as per assignment, by which defendant engaged to pay for Mathys Roeloofsen the money due for an anker of brandy delivered to the latter.

Defendant admits the debt, requests time or to be allowed to pay at the garrison.

The Court orders defendant to pay within six weeks.

Willem Vredenburgh, plaintiff, vs. Jan Janse van Amersfoort, defendant. Plaintiff demands from defendant payment of nine schepels of wheat. Defendant admits the debt.

The Court orders defendant to pay plaintiff.

Pieter van Halen, plaintiff, vs. Aert Mertense Dorn, defendant. Plaintiff demands payment of twelve schepels of wheat due for shoes made and brandy furnished. Defendant admits he bought the shoes and owes for them, but says he received no more than two cans of brandy.

The Schout and Commissaries order him to pay eight schepels of wheat and the plaintiff to prove the balance of the account or to confirm his book under oath.

[The following entry is in the handwriting of Mattheus Capito, Secretary.]

“This note was neglected to be entered by the ex-Schout and Secretary, Roelof Swartwout, and I have entered the same here at the request of Gysbert van Imbrock. This is a literal copy of the original which reads:

“On the underwritten date, the worthy Aert Pietersen Tack, resident of the village of Wildwyck, appeared before Roelof Swartwout, Schout of Wildwyck, and two Commissaries, and acknowledged and said he appeared before us and admitted and declared that he this day settled and closed his account with Mr. Gysbert van Imbrock, and is truly and justly indebted to him for the sum of five hundred and fifty-eight gldrs., in beavers, with interest on two hundred and sixty four gldrs., as per obligation in favor of Mr. Gysbert, which sum the said Aert Pietersen Tack acknowledges he owes. And, owing to his inability now to pay, he absolutely mort-

gages his present crop of grain which, by God's graace, is to be harvested in the year 1663, and hereby confers upon him full right, power and authority to do with the same as if personally present, until Mr. Gysbert shall have received his claim out of the same, and in general to properly account for the same. Both appearers hereby admit having made this agreement with each other, and, in pursuance thereof, submitting themselves to the jurisdiction of all courts and judges. The appearer [Tack] shall not be at liberty to alienate, seize or cause to be seized any of the said crops or harvests until Mr. Gysbert van Imbrock shall have been satisfied for what has been above mentioned. In testimony whereof, we have affixed our signatures to these presents at Wildwyek this 21st of December. Anno 1662.

(Signed) This is the mark (x) of Aert Pietersen Tack, This is the mark (x) of Albert Gysbertsen, Tjereck Claesen de Wit.

(Below stood) In my presenee. Roelof Swartwout.

After comparison with the original the above has been found to be an exact copy, to which I certify.

MATTHEUS CAPITO, Secretary, October 25, 1664."

Pieter van Alen, plaintiff, vs. Jonas Ransou, defendant. Default.

The Schout, plaintiff, vs. Jan Barens Amershoff, defendant. Plaintiff demands for the second time one-half an anker of brandy, the fine for smuggling. Defendant answers that he will prove he was at Bestevaer's house, and says that his witnesses are sick.

The Commissaries order defendant to furnish either oral or written proof at the next session of the court.

The Schout, plaintiff, vs. Barent Gerretsen, defendant. Plaintiff demands from defendant a fine of twelve gldrs., because defendant made two exit openings in the fortress or long palisades.

Commissaries order defendant to pay the fine.

EVERT PELS,

TIERCK CLASZEN DE WITT,

The mark (x) of ALBERT GYSBERTSEN.

Willem Jansen Stol, plaintiff, vs. Jan Aersen, defendant. Plaintiff demands payment of the amount of one hundred and fifty gldrs., in beavers, to be paid with wheat at three shepels per bea-

ver, as per obligation therefor shown to the Court. Defendant admits the debt and says he paid twenty beavers on it.

The Court, having heard the parties, orders defendant to pay plaintiff, as per obligation, unless defendant can prove he so paid plaintiff, which shall then be deducted from the amount claimed.

Evert Prys, plaintiff, vs. Hendrick Jochemsen, defendant. Plaintiff demands from defendant the amount of sixty-six gldrs., zeewant. Defendant admits the debt, but shows a bill for sixty gldrs., fourteen stivers, zeewant, which plaintiff accepts in payment.

The Court orders defendant to pay the balance of the account.

Symen Jansen Romeyn asks for an attachment of fifty-four gldrs., Dutch money, in the possession of Jan Aersen Smit, due him from Willem Jansen Stol.

Willem Vredenburgh attaches in the possession of the Noble Lord Director General Pieter Stuyvesant, money due to Evert Parys.

Ordinary Session, held Tuesday, December 12, [1662].

Present: The Schout; Evert Pels, Aldert Heymanse Roose, Albert Gysbertse, Tjirick Classen de Wit.

Barent Hermensen, plaintiff, vs. Albert Gysbertsen, defendant. Plaintiff demands from defendant a receipt for eight schepels of wheat which he says he paid defendant in accordance with a power of attorney and an obligation.

Defendant admits he received the power of attorney, and that he was paid by plaintiff.

The Court orders defendant to return to plaintiff his obligation, together with a receipt.

Barent Gerritsen, plaintiff, vs. Hendrick Cornelissen, defendant. Default.

The Schout, plaintiff, vs. Barent Gerritsen and his wife, defendants. Default.

Plaintiff demands judgment on account of a former complaint, lodged before this Court, that defendants spoke irreverently of the Court in saying that the Commissaries did not give them justice. The Schout having communicated with the Commissaries they know all about the matter.

Whereas, the defendants do not appear before the Court, but have several times poked fun at the Court, the Schout is ordered to put the defendants under arrest until they shall prove they have been unjustly treated by said Court.

EVERT PELS,

ALAERDT HEYMANSZ ROOSE,

This is the mark (x) of ALBERT GYSBERTSEN,

TIERCK CLASZEN DE WITT.

Poulus Poulussen, plaintiff, vs. Aert Pietersen Tack, defendant. Plaintiff demands the amount of thirty schepels of wheat, payment of three months' wages earned.

Defendant answers that plaintiff broke the terms of his contract by leaving him. The Court questions Gommert Gerritsen and Dirck Adriaensen, witnesses who had been summoned, and finds that Poulus Poulussen left Aert Pietersen Tack's service, without the latter's consent.

The Court rejects plaintiff's claim, because he hired himself out for a year and left his place within the stipulated period; and decides that defendant owes plaintiff nothing.

Poulus Poulussen, after the above sentence was read to him, declares that the witnesses testified falsely, and that if he is not paid he will not be receiving justice.

The Commissaries order the Schout to arrest Poulus Poulussen, and to keep him under arrest until he shall prove he has not received justice, and further proved that the witnesses have testified falsely.

EVERT PELS,

ALAERDT HEYMANSZ ROOSE,

ALBERT (x) GYSBERTSEN,

TIERCK CLASZEN DE WITT.

Jan Broersen, plaintiff, vs. Hendrick Martense, defendant. Plaintiff demands payment of six months' house rent, at four gldrs. per month. Defendant answers that plaintiff did not ask any rent, and he therefore refuses to pay.

The Court orders defendant to pay plaintiff twenty-four gldrs.

Hendrick Jochemse, plaintiff, vs. Evert Parys, defendant. Plaintiff demands of defendant five schepels of wheat and three

and one-half gldrs., in zcewant, for which plaintiff has attached defendant.

Defendant answers he knows of no attachment and that he has paid. The Court, having heard the parties, orders defendant to pay plaintiff.

Willem Jansen Stol, plaintiff, vs. Evert Prys, defendant. Plaintiff demands payment of five schepels of wheat. Defendant answers he earned this amount from plaintiff for four days' labor. Plaintiff says defendant only worked three days.

The Commissaries order plaintiff to pay defendant three schepels of wheat for labor done, and defendant to satisfy plaintiff for the balance of the account.

The Schout, plaintiff, vs. Jan Barensse Amershof, defendant. Plaintiff demands a fine for the half anker of brandy which defendant smuggled, about which Jacob Boerhans, being also questioned by the Court Messenger, says he saw the brandy taken from the wagon. Defendant says he called at the Collector's house and the Collector not being home, the brandy was carried to his house.

The Court, Commissaries, order the brandy to be confiscated and that defendant pay six gldrs. for the poor.

EVERT PELS,

ALAERDT HEYMANSZ ROOSE.

Thomas Chambers, plaintiff, vs. Aert Pietersen Tack, defendant. Plaintiff demands from defendant payment of the amount of two hundred and ninety-four gldrs. beaver's value, as per obligation. Defendant admits the debt.

The Court, having heard the parties, orders defendant to satisfy plaintiff.

Barent Gerritsen, plaintiff, vs. The Schout, defendant. Default.

Hendrick Jochemsen, plaintiff, vs. Willem Vredenburg, defendant. Default.

Hester Dowens gives notice of an attachment of three schepels of buckwheat in the hands of Jan Jansen, belonging to Merten Hermensen.

Session of January 9, 1663.

Present: The Schout; Evert Pels, Aldert Heymansz Roose, Albert Gysbertse.

Poulus Poulussen, plaintiff, vs. Jannetje Volckertsen, defendant. Default.

Jan Jansen de Brabander, plaintiff, vs. Evert Pels, defendant. Plaintiff demands payment of seventeen and one-half schepels of wheat and also eighteen and one-half lbs. of butter. Defendant answers he has a bill against this, which plaintiff declines to accept.

The Court orders defendant to pay the amount claimed, and, if defendant has any claim against plaintiff, he may go to Court with it.

Jan Broersen, plaintiff, vs. Thomas Chambers, Elsjen Jans, and Pieter Cornelissen, defendants. Default.

Barent Gerretsen, plaintiff, demands payment of ten schepels of wheat, as per obligation payable Ao. 1663. Defendant, Jan Broersen, admits the debt and requests time.

The Court orders defendant to pay plaintiff the amount claimed, as per obligation of Ao. 1663.

Mr. Gysbert van Imbrogh, vs. Matys Roeloofsen, defendant. Plaintiff demands the six new sacks which he found at the house of defendant, who kept them four weeks. Through the Schout, he ordered the defendant to give the sacks back, and upon his return home Mr. Gysbert took the sacks to the Schout for inspection. There it was found that some of them were rotten and decayed, and one was missing, for which he demands payment. Defendant says he knew nothing about the sacks until the Schout sent for them.

Thereupon the Court was informed by Jan Peerssen that he had directed Louwerens the soldier to take the six sacks to Mr. Gysbert van Imbrogh's.

And whereas, both parties refer to Jan Perssen, it is ordered that the witnesses shall be present or testify in writing.

Mathys Roeloofsen, plaintiff, vs. Anthony de Walter, defendant. Default.

Mathys Roeloofsen, plaintiff, vs. Poulus Tomassen, defendant. Plaintiff demands payment of twenty schepels of wheat due for drinks and goods sold defendant. Defendant admits the debt and requests six weeks' time.

The Court orders defendant to pay plaintiff within six weeks.

The Court, Commissaries, order that the attachment laid on the goods in the possession of Roelof Swartwout, for the amount of twenty schepels of wheat, shall remain in force until full payment by Poulus Tomassen.

The Schout, plaintiff, demands from Mathys Roeloofsen a fine of five hundred gldrs., because the savages were admitted to his house at night through the palisades, all of which the Sergeant and his roundsman declare.

The Court allows the Schout fifty gldrs., and the defendant is ordered to pay the same to the Schout.

Tjirick Classen de Wit and Sergeant Christiaen Nissen, under power of attorney from the Lord General Pieter Stuyvesant, plaintiffs, vs. Cornelis Barensse Slecht, defendant.

Plaintiffs inform the Court that whereas, in consequence of a late sentence against Cornelis Barsen, they have become sureties for him for the amount of nineteen hundred gldrs., in beavers, and finding that no corn is forthcoming, they ask the Court to authorize them to appoint one or two guards at the expense of defendant, so as to relieve them of their anxiety.

The Court, after considering the petition, directs plaintiffs to take turns each week, and every day to carefully watch the quantity of corn threshed and delivered there, and also to receive and note the same, to store or cause the same to be stored, and, if this do not suffice, they are authorized to appoint two watchers to watch the corn, at the expense of defendant.

Tjirick Classen deWit sues out an attachment upon one hundred and seven gldrs., beaver's value, in the hands of Juriaen Westvael, belonging to Cornelis Barensse Slecht.

Pieter Jacobsen, plaintiff, vs. Grietjen Westercamp. Plaintiff, by petition, asks to be released from defendant, so as to be a free man again and earn his living. Defendant requests fourteen days' time.

The Court again allows defendant **fourteen days'** time, and if she can not bring proof, plaintiff **shall receive** the judgment of the Court which, upon request, will mete out justice.

Evert Pels, plaintiff, vs. Juriaen Westvael, defendant. Plaintiff demands of defendant what he has to say against his obligation

held by plaintiff, as defendant is not willing to pay it. Defendant demands a bill of particulars.

Plaintiff answers he is not obliged to give one, because, at the signing of the obligation, they settled their accounts in the presence of Thomas Chambers. He therefore demands payment, or proof by defendant that he does not owe it. Defendant answers he is not disposed to bring any other proof before this court.

The Commissaries order plaintiff to show defendant the origin of the indebtedness, and the defendant to send in his account to plaintiff.

Session, held January 13, 1663.

Present: The Schout; Evert Pels, Aldert Heymanse Roose, Albert Gysbertsen, Tjiriek Classen de Wit.

Aldert Heymanse, plaintiff, vs. Pieter van Alen, defendant. Plaintiff says that by a previous judgment of the Commissaries, rendered at their session of November 28, defendant was ordered to prove to plaintiff that he used false weights. The defendant, after being under arrest for four days in the hands of the Schout, moves him to bring him to Court.

The Court, Commissaries, resolve and decide to give defendant time until the next session of the Court, and in the meantime he may give bail, or else be detained until then.

EVERT PELS,

TIERCK CLASZEN DE WITT.

Ordinary Session, held Tuesday, January 23. 1663.

Present: The Schout; Aldert Heymanse Roose, Albert Gysbertse, Tjiriek Classen de Wit.

Thomas Chambers, plaintiff, vs. Evert Pels, defendant. Both default.

Poulus Poulussen, plaintiff, vs. Annejte Aerts, defendant. Plaintiff demands payment of defendant. Default.

Poulus Poulussen, at the request of Emmetje Volckerts, declares and testifies that, after he left Taek's service, Aert Pietersen Taek promised to pay her.

Jan Broersen, plaintiff, demands a declaration of Thomas Chambers, Pieter Cornelissen and Elsjen Jans. Says that the Ser-

geant called him a thief. Pieter Cornelissen and Elsjen Jans testify and declare that they did not hear it. Thomas Chambers declares he heard he was taxed with having stolen turnips, which plaintiff admits in Court. The Sergeant added: "Fresh pork tastes good with turnips."

Walraven deMont, plaintiff, vs. Huybreecht Bruyn, defendant. Default.

Gommert Poulussen, plaintiff, vs. Roelooft Swartwout, defendant. Plaintiff demands from defendant payment of fifty-three and one half schepels of wheat, due for goods bought from and wages earned by his deceased brother. Defendant admits the debt.

The Court orders defendant to pay plaintiff one-half within one month and the balance within two months.

EVERT PELS,
ALAERDT HEYMANZ.

Gommert Poulussen, plaintiff, vs. Aert Mertense Dorn, defendant. Plaintiff demands payment of twenty-five and one-half schepels of wheat, for cloth sold; and also twenty-four schepels of wheat, and eleven gldrs., zeewant, the latter due on an obligation to Willem Mertense for whom Gommert Poulussen is attorney, as is known to Tjiriek Classen and Albert Gysbertsen.

Defendant Aert Mertense Dorn admits the debt and requests time. The Court orders defendant to pay within six weeks, and the obligation six weeks afterwards.

Gommert Poulussen, plaintiff, vs. Peter Bruynsen, defendant. Plaintiff demands payment of ten schepels of wheat for goods sold. Defendant admits the debt. The Court orders defendant to pay within six weeks.

Gommert Poulussen, plaintiff, vs. Warrenaer Hoorenbeek, defendant. Plaintiff demands payment of seventeen schepels of wheat, and also three schepels of wheat for interest.

Defendant admits the debt. The Court orders defendant to pay within six weeks.

Matheu Blanchan, plaintiff, vs. Mathys Roeloofsen, defendant. Plaintiff demands the expenses he says he incurred for defendant when defendant was under sentence. Defendant answers he offered to pay plaintiff, but his obstinacy caused him to go to Court.

The Court, after hearing both parties, decides that each pay one-half the expense, so that defendant must pay plaintiff ten gldrs., ten stivers.

Pieter Jacobsen, plaintiff, vs. Grietjen Westereamp, defendant. Default.

The Schout, plaintiff, vs. Barent Gerritse, defendant. Default.

Emmetjen Volckertss, plaintiff, vs. Jacob Bareense, defendant. Default.

Jacob Joosten, plaintiff, vs. Jacob Bareense, defendant. The plaintiff, as attorney for Jan Verbeeck, demands of defendant payment of the amount of fifteen schepels of wheat. Defendant admits the debt, offers to pay eight schepels of wheat within fourteen days.

The Court, Commissaries, order that the attachment levied by Jacob Joosten on Jacob Bareense's corn shall remain in force until the final payment.

Hendrick Joehemsen, plaintiff, vs. Annetje Aerts, defendant. Plaintiff says that defendant taxed him with keeping false accounts and with selling diluted brandy, and he requests a vindication of his honor.

Defendant admits having said to plaintiff that he sent in a false bill, and also says that plaintiff's wife called her a whore. Plaintiff protests and says, "I shall consider you, defendant, to be a whore until you prove to me that I keep false books."

The Court orders defendant to have proof at its next session, and plaintiff to prove his account.

Mr. Gysbert van Imbrogh, plaintiff, vs. Matthys Roeloofsen, defendant.

Plaintiff demands payment for the six ruined sacks which defendant kept four weeks. Defendant once before declared he knew nothing about the sacks, and now shows an attestation by which Jan Persen and Jan Westhoeven declare that his wife took them filled up, from her own mowers at the Ronduyt.

On this, the Court decides and orders the defendant to pay plaintiff for the sacks, and also to pay as a fine one pound Flemish [six guilders, or \$2.40] for the church.

Aldert Heymanse Roose, plaintiff, vs. Pieter van Halen, defendant. Plaintiff, under an earlier judgment of the Commissar-

ies directing defendant's arrest, requests his apprehension outside his own house, until he has proven plaintiff's weights to be false. Defendant, on an examination by the Commissaries, answers that he did not say that plaintiff's weights were false, but that he had not received full weight. At the former session, November 28, 1662,, he roundly declared it be true **that he had said so.**

The Commissaries, therefore, decide to refer the parties to three good men, Thomas Chambers, Mr. Gysbert van Imbrogh and Sergeant Christiaen Nissen romp, for the purpose of settling, if possible, the difference between them, otherwise to have the defendant arrested at plaintiff's request; the expenses to be paid by the party decided to be in the wrong.

EVERT PELS,

TIERCK CLASZEN DE WITT,

ALBERT GYSBERTSEN, (x) his mark.

The good men selected not having been able to settle the above dispute, the Commissaries are asked to act as arbitrators. These state that the parties have come to such an understanding that Pieter van Halen declared in their presence that he knew nothing of Albert Heymanse and his wife but what was honorable and virtuous, and promised to pay through the Schout the expenses incurred in the above matter.

EVERT PELS,

TIERCK CLASZEN DE WITT,

(x) [ALBERT GYSBERTSEN.]

Extraordinary Session, held Saturday, January 29, 1663.

Present: The Schout; Evert Pels, Aldert Heymanse Roose, Albert Gysbertsen, Tjirick de Wit.

Hester Douwens, or her attorney in the absence of her husband, plaintiff, vs. Tjirick Classen deWit, defendant.

Plaintiff demands payment of the amount of three hundred and thirty-two gldrs., eighteen stivers, zeewant, for goods and jewelry furnished to defendant. Defendant reviews the account, says he once verbally settled with her, in the presence of herself and husband, and then owed twenty-six schepels of wheat, a schepel

of onions and a half a thousand brick. But, owing to plaintiff's pressure, defendant asks for a copy of the account and fourteen days' time to examine it.

The Court decides that defendant shall furnish a sufficient counter-bill within fourteen days, unless he can prove, as claimed, that he settled it with plaintiff. Plaintiff is also ordered to furnish a copy of his account.

Ordinary Seession, held Tuesday, February 6, 1663.

Present: The Schout; Evert Pels, Aldert Heymanse, siek, Albert Gysbertse, Tjiriek Classen deWit.

Whereas, the Court has decided to find the rent for the Court room and thus relieve the community, therefore those who shall appear before it to plead or seek justice, shall each pay thirty-six stivers, to be advanced by the plaintiff, at the cost of the loser of the suit, which moneys shall be used to pay the rent of the place where the ordinary sessions of the Court are held.

EVERT PELS,

TIERCK CLASZEN DE WITT.

Jan Broersen, plaintiff, vs. Thomas Chambers, Pieter Cornelissen, Elsjen Jans, defendants. Plaintiff again demands an opportunity to testify as to the truth, and for that purpose summoned Thomas Chambers, Pieter Cornelissen, and Elsjen Jans who do not refuse to testify to the truth, but ask the Court to first ascertain whether plaintiff's accuser, Christiaen Nissen romp, will affirm what he said to plaintiff, in which case no witnesses will be necessary.

Regarding this, the Court decides that plaintiff summon the respondent and have him either deny or affirm the accusation.

Pieter Jacobsen, plaintiff, vs. Grietjen Westercamp, defendant. Plaintiff asks, by petition, that the Court grant him justice against defendant. Defendant answers that plaintiff is the father of her child. He denies this, says it is not his child, and offers to affirm upon oath. Which he did before the Court, saying, "I am not the father of the child: So truly help me God Almighty!"

Therefore, the Court decides to allow plaintiff to marry any other person he pleases, and it has also thought it proper, in view of several certificates previously shown by both parties to the

Court, that plaintiff shall, for the nonce, pay defendant two hundred gldrs., on a former acknowledgment made by him that he did not compensate her for lying with her, and he is therefore bound to pay her for that service.

Anthony Cruempel, plaintiff, vs. Roelooft Swartwout, defendant. Plaintiff demands payment of the amount of forty schepels of wheat and thirteen schepels of buckwheat. Defendant admits the debt.

The Court, Commissaries, order defendant to pay plaintiff the amount claimed, within six weeks.

EVERT PELS,

TIERCK CLASZEN DE WITT.

Jan Barens Ammershof, plaintiff, vs. Roelooft Swartwout, defendant. Plaintiff demands payment of twelve schepels of wheat. Defendant admits the debt.

The Court orders defendant to pay plaintiff the amount claimed.

EVERT PELS,

TIERCK CLASZEN DE WITT.

The Schout, plaintiff, vs. Barent Gerritsen, defendant. The first default.

Plaintiff demands payment from defendant of the amount due as per agreement on January 9, made in the presence of the Commissaries. Defendant admits the debt and promises to pay the Schout within twenty-four hours.

The Court orders this to be done, and, if defendant does not comply, the Schout is authorized to enforce the claim.

Roelooft Swartwout, plaintiff, vs. Mathys Roeloofsen, defendant. Plaintiff demands from defendant payment of the amount of seven beavers. Defendant admits the debt, but answers that he assigned to plaintiff his claim against Jonas Rantson, which plaintiff admits, but says the assignment has not been accepted, and, in consequence, he again enters his claim against the principal [the defendant]. The Court orders defendant to pay and satisfy plaintiff.

EVERT PELS,

TIERCK CLASZEN DE WITT.

Jan Jansen Ammersfoort and Cornelis Slecht, plaintiffs, vs. Aert Jacobsen, Jan Willemsen and Hendrick Jansen Looman, defendants.

Plaintiffs demand from defendants payment for what each has bought at public sale: Jan owes three hundred and fifty gldrs.; Aert Jacobsen is to pay three hundred and forty-five gldrs., and Hendrick Jansen Looman two hundred and ten gldrs., all according to bill of sale. The defendants admit the debt.

The Court, having heard the respective parties, orders defendants, each for himself, to pay plaintiffs for the grain bought of the latter, according to the bill of sale, which is past due.

The Schout, plaintiff, vs. Mattheu Blanchan, defendant. Plaintiff says that defendant, an inhabitant of this village, does not confine himself to distilling, but has dared to violate the ordinances established by the Director General and Supreme Council for this place, and still unrepealed, providing that those who desire to tap must observe said ordinances until further order. Concerning which the Schout states that defendant sold a half anker of brandy to his brother-in-law, Lowys Dubo, and [that] when the Court was at defendant's house to gauge, [the defendant,] to account for what had become of his wine, gave as an answer that he had two or three times boiled over into the ashes [i. e., spoiled the product]. And the Court, being informed that on the great piece some mishap has occurred, went thither with the whole Board on horseback to investigate for the general good how much wine there was and in whose possession it was, and found a half anker of distilled water at the house of Lowys Dubo who admitted and declared, in the presence of the Court, that he bought it from his father. And, whereas, the defendant did not declare the wine, the Schout demands his fine.

EVERT PELS,

TIERCK CLASZEN DE WITT.

Jan Albertsen van Steenwyek appeared before the Commissaries, and asked that he be granted a convenient lot below the fort, on the bank of the Kill to the southward of Barent Gerritsen's to be used as a tannery and garden. The same is hereby granted to him provisionally, on condition of not building thereon, either now or hereafter, any dwellings or breweries. The lot is eleven rods

wide and sixteen rods long. Thus measured in the presence of the Court.

EVERT PELS,
ALAERDT HEYMANSZ ROOSE,
ALBERT GYSBERTSEN, (x) his mark,
TIERCK CLASZEN DEWITT.

The matter on the other side [of the page] between the Schout and Matheu Blanchan having been presented to the Commissaries and having been considered by them and the Court, they find that the ordinance must be observed, and in order to prevent the evils which otherwise might result, and for cause it thereunto moving, the Court condemns the defendant to pay a fine of one hundred and twenty-five guilders, to be applied as follows: One third to the poor, one-third to the Bench, and one-third to the Schout.

EVERT PELS,
ALAERDT HEYMANSZ ROOSE,
ALBERT GYSBERTSEN, (x) his mark,
TIERCK CLASZEN DEWITT.

Ordinary Session, Tuesday, February 20, 1663.

Present: The Schout; Evert Pels, Aldert Heymanse Roose, Albert Gysbertsen, Tjirick Claesen deWit.

Annetjen Aerts, plaintiff, vs. Hendrick Jochemsen, defendant. Plaintiff demands an accounting from defendant. Defendant submits a bill for fourteen guilders, whereupon plaintiff claims four hundred bricks more.

The Court, having heard the parties, through witnesses summoned, and information received from Mr. Gysbert van Imbrogh and from Jan Aersen, the smith, finds an omission in the account and orders plaintiff to pay defendant four gldrs., ten stivers, the defendant to supply four hundred bricks to plaintiff and pay the costs incurred.

Huybrecht Bruyn, plaintiff, vs. Jan Jansen van Ammersfoort, defendant. Plaintiff demands from defendant the amount of twelve schepels of wheat, due for wages earned for mason work. Defendant admits the debt, but says that the mason has still to

plaster the walls. This the mason denies, saying it was not stipulated as part of the work contracted for.

The Court orders defendant to pay the amount claimed, but if he can prove that plaintiff contracted to plaster the walls, the defendant shall then receive satisfaction.

Mr. Gysbert van Imbrogh, plaintiff, vs. Mathys Roeloofsen, defendant. Plaintiff demands from defendant payment of the expenses incurred in consequence of the judgment given in favor of plaintiff on January 13. Defendant answers that plaintiff attached his money before the judgment was rendered.

The Court, having heard the parties, orders defendant to pay plaintiff fourteen gldrs., eight stivers, for costs incurred.

Evert Prys, plaintiff, vs. Hendrick Jansen Looman, defendant.

Mathys Roeloofsen, plaintiff, vs. Huybrecht Bruyn, defendant. Plaintiff demands payment of the amount of thirteen schepels of wheat due on the sale of some goods. Defendant admits the debt. The Court orders defendant to pay.

Barent Gerritsen, plaintiff, vs. Roeloo Swartwout, defendant. Plaintiff, under a power of attorney shown to the Court, demands payment of the amount of fourteen schepels of wheat. Defendant admits the debt, but says he is entitled to a deduction for two sacks.

The Court orders defendant to pay plaintiff within three weeks.

Barent Gerritsen, plaintiff, vs. Tjiriek Classen de Wit, defendant. Plaintiff demands, as per adjustment of accounts shown to the Court, the amount of twenty-six schepels of wheat, thirteen gldrs., five st., in zeewant, and five hundred bricks. Defendant admits the debt, and promises to pay within fourteen days, the whole Bench being present.

On February 28, Mathen Blanchan requested permission to appeal, which was granted by the Court.

He offers Christiaan Nissen romp and Lowys Dubo as sureties for the judgment rendered or to be rendered, with the costs thereof.

CHRISTYAN NISZEN,

LOUYS (x) duBOIS.

Ordinary Session, held Tuesday, March 6, 1663.

Present: The Schout; Evert Pels, Aldert Heymanse Roose, Albert Gysbertsen, Tjiriek Classen deWit.

Pieter Vlamingh, plaintiff, vs. Aert Jacobsen, defendant. Plaintiff demands payment of twenty-one schepels of oats for wages earned. Default.

Gommert Poulussen, plaintiff, vs Evert Prys, defendant. Plaintiff demands payment of twenty-one schepels of wheat. Defendant says he does not owe more than nineteen schepels.

The Court, after hearing both parties, orders defendant to pay nineteen schepels of wheat.

Mr. Gysbert van Imbrogh, plaintiff, vs. Altjen Sybrants, defendant. Plaintiff demands, under an earlier complaint made before this Court, vindication of his honor against defendant. He produces a certificate made by three witnesses who declare they heard defendant call plaintiff a Jew and that she also called him a sucker. They also declare that she struck his chest so that he fell backward, and that her husband, Mathys Roeloofsen, threatened plaintiff, saying, "If I had you elsewhere, I would teach you something."

Defendant in default.

Roeloo Hendriksen, plaintiff, vs. Thomas Chambers, defendant. Plaintiff demands payment of the amount of three schepels of wheat. Defendant answers that, to the best of his knowledge, he paid plaintiff or somebody else on his behalf. Plaintiff offers to testify to the truth of the fact that he never received payment and that he did not authorize any one to collect the debt for him.

The Court, having heard both parties, grants, at their request, an adjournment.

Hendrick Jochemsen, plaintiff, vs. Annetjen Aerts, defendant. Plaintiff demands vindication of his honor: says that defendant called his wife a whore, and charged him with keeping false books, and watering his brandy. Defendant denies the accusation, states that she said he showed her a false account, as is entered in the minutes of February 20, 1662, and demands proof of the accusation and vindication of her honor because plaintiff called her a whore.

Plaintiff requests that justice be done him, or otherwise he will be obliged to seek it elsewhere.

An order had been given by the Court to plaintiff, on February 6, that the parties should produce proofs, and as plaintiff has no other witnesses than his own wife, both parties are ordered to keep the peace. In addition, Hendrick Jochemse is ordered to pay a fine of twenty-five gldrs., and Elsjen Jans and Annetjen Aerts are each also ordered to pay a fine of six gldrs., to go to the poor, for having used vile and nasty language before the Court.

Jacob Boerhans, Collector for this village, plaintiff, vs. Hendrick Jochemse, Wallera deMont; Jonas Rantsou, in default. Willem van Vreedenburg, in default. Hendrick Jansen Looman. Claes Pietersen, in default, defendants.

Plaintiff demands payment of the excise license for the wine or beer which each defendant has taken in and disposed of. The above named defendants admit the claim.

The Court orders defendants, severally, to pay within eight days, in accordance with the Collector's book, under pain of execution.

Mr. Verleet, for Fop Barensse, demands payment of the amount due on settlement of accounts, viz.: Fifty-seven and one-half schepels of wheat and one hundred and fifty-four gldrs., eighteen stivers, in zeewant, which amounts are due Fop Baranse for building the parsonage, as per adjustment November 12, 1661.

The Schout, as plaintiff, against Fop Barensse, on complaints made by Domine Blom to the Magistrates, demands that the money due Fop Barensse be held under attachment until he shall appear here to defend himself.

Whereas, the Schout has a case against Fop Barentse, arising from some threatening or abusive language used towards the minister, Domine Harmanus Blom, and others, the Commissaries, therefore, declare said attachment to be valid, and specially charge the Schout to officially summon Fop Barensse to appear before this Court, either in person or by attorney, within six weeks, to answer the complaint now before the magistrates. Done at Wildtwyck, March 31, 1663.

Hendrick Jochemse informs the Court that he has a piece of farm land situated near the wood opposite the Kill, bounded by a

part of the land of Jeronimus Ebbingh whose lessees cause damage to the petitioner through the pasturing of their horses. He requests that the owners of the meadow lands across the Kill, which are private property, be ordered to fence them in, and to pay for the damage done to the farming land.

The Court orders and directs that every one, who has or intends to have and maintain private meadows on or near cultivated farm lands, shall fence such meadow lands, without encroaching upon his neighbor's property.

We, the undersigned, Aldert Heymanse Roose, Commissary and Elder of the village of Wildtwyck, and Albert Gysberse, Commissary and Deacon of said village, make known that before us appeared the worthy Evert Pels, inhabitant of the village of Wildtwyck, who acknowledged that he actually and in good faith borrowed and received from Roelooft Swartwout and Cornelis Barensse Slecht, the appointed guardians of the minor children of the late Mathys Jansen, deceased, the amount of one thousand gldrs., in corn, at beaver's value, which he agrees to hold at interest for two consecutive years, and promises to give as interest one hundred and twenty gldrs., in corn, beaver's value, per annum, being twelve gldrs., per cent, commencing February 15, of the current year, 1663 and terminating February 15, 1665, when he will return and reimburse the aforesaid principal and the second year's interest. For which purpose he, the appearer, specially mortgages his lands, situated near the village Wildtwyck, and his house, standing in the aforesaid village, which he says are free and unincumbered; and he further generally pledges his person and goods, real and personal, present and future, nothing excepted, placing and submitting them and himself to and under the jurisdiction of all courts and judges, adding the costs incurred thereby.

In testimony whereof we, the above named, and the appearer, have subscribed and authenticated these presents with our own signatures. Done at the village of Wildtwyck, this February 15, 1663.

EVERT PELS.

To my knowledge, ALAERDT HEYMANSZ ROOSE.

This is the mark (x) of ALBERT GYSBERTSEN, made by himself.

To my knowledge, TIERCK CLASZEN DE WITT.

Ordinary Session, April 3, Anno, 1663.

Present: The Schout; Evert Pels, Albert Gysbertsen, Tjirick Classen deWit. Aldert Heymanse, absent.

Mathys Roeloofsen, plaintiff, vs. Jan Jansen van Ammersfoort, defendant. Plaintiff demands payment of the amount of fifty-eight gldrs., fourteen st., eight pennies, due on a debt for liquor. Defendant admits the debt.

The Court orders defendant to pay plaintiff within six weeks.

Evert Pels, Commissary, as attorney for Jan Direksen van Breeman, plaintiff, vs. Mathys Roelofsen, defendant. Plaintiff demands payment of the amount of three hundred and eighty-one gldrs., two st., heavy money, and also twelve schepels of wheat, due for wages and goods sold. Defendant answers that he has a counter claim, and that, after balancing accounts, he would owe twelve gldrs., zeewant.

The Court orders the parties to adjust their accounts between themselves and to inform it, at its next session, of the result.

Johanna Ebbingh, plaintiff, vs. Pieter Bruynsen van Booheemen, defendant. Plaintiff demands payment of four beavers, two and one-half of which had been loaned and one and one-half of which were for goods furnished. Defendant admits he received the goods and the beavers, but says he does not owe plaintiff anything, as the latter did not keep her promise to let him learn a trade. Plaintiff answers that about two years ago they mutually agreed regarding the debt specified above.

The Court, after having heard both parties, orders defendant to pay plaintiff, and to give satisfaction for the amount claimed.

Pieter Mathysse, plaintiff, vs. Aert Jacobsen, defendant. Plaintiff demands payment of the amount of twenty-one schepels of oats, due for wages earned. The second default.

Thereupon the Court orders defendant to deposit the twenty-one schepels of oats in Court as provisional security, and to appear before it a third time.

Ordinary Session, Tuesday, April 17, 1663.

Present. The Schout; Evert Pels, Albert Gysbertsen, Tjirick Classen deWit, Aldert Heymanse Roose, in default.

Geertjen Bouts, plaintiff, vs. Aert Mertense Dorn, defendant. Plaintiff demands payment of the amount of thirty schepels of wheat due on an obligation, and says he journeyed many times to this place to obtain payment. Defendant admits the debt, according to obligation.

The Court orders defendant to pay plaintiff.

Roeloof Hendricksen, plaintiff, vs. Thomas Chambers, defendant. Plaintiff demands payment of the amount of three schepels of wheat for wages earned. Defendant in default.

Whereas, plaintiff and defendant were in Court once before, and requested an adjournment, the defendant is therefore ordered to deposit the three schepels of wheat in Court as provisional security.

Cornelis Barensse Slecht, plaintiff, vs. Aert Jacobsen, defendant. Plaintiff demands payment of the amount of eight and one-half beavers on which thirty-three schepels of oats have been paid, due for wages earned. Default.

Cornelis Barensse Slecht, plaintiff, vs. Jan Willemse, defendant. Plaintiff demands payment of sixty gldrs. heavy money, and twenty-four gldrs., zeewant. Default.

Albert Gerritsen, plaintiff, vs. Annetjen Aerdt, defendant. Default.

Mr. Gysbert van Imbrogh, plaintiff, vs. Altjen Sybrants, defendant. Plaintiff enters a complaint against defendant for assault and for being called a slanderer. Requests vindication of his honor and punishment of defendant, as provided by law.

Defendant presents a certificate of two witnesses who offer to testify that Mr. Gysbert van Imbrogh called Altjen Sybrants a heap of dung, and that thereupon Altjen Sybrants called Mr. Gysbert a Jew and a sucker, and threatened one of the witnesses, and said to Mr. Gysbert, "If I had you elsewhere, I would show you what it means to call me a heap of dung." This complaint of Mr. Gysbert van Imbrogh, now made for the third time, and his former appearance, have preforce moved the Court to proceed to punishment, so as to serve as an example to others. The Court allows each of the parties fourteen days' additional time, without extension, to prove their allegations, and then will give judgment.

Christiaen Nissen romp, plaintiff, vs. Aert Mertense Dorn, defendant. Settled.

Aert Mertense, plaintiff, vs. Roelooft Swartwout, defendant. Plaintiff demands payment of the amount of one hundred and two gldrs., as per settlement of accounts shown to the Court. The defendant admits the debt.

The Court orders defendant to pay plaintiff.

EVERT PELS,

TIERCK CLASZEN DE WIT.

Christiaen Nissen romp, plaintiff, vs. Evert Pels, defendant. Plaintiff, demands payment of the amount of ten schepels of wheat due for servant's wages assigned to him. Defendant answers he does not owe more than three schepels of wheat on the old account, and requests a bill for the thirty gldrs. which Christiaen says he owes for brandy, and says, "I would certainly have paid you if you had not summoned me before the Court."

Plaintiff says he settled with defendant, saying, "If I had you outside I would teach you something." He says his claim is just, and offers to swear to it, as he is voluntarily doing by the oath he has taken.

The Court orders plaintiff to furnish a proper account, and defendant to pay the same within one month after its receipt.

On April 20, 1663, Hester Douwens sued for a writ to attach two horses belonging to Jan Direksen van Breeman, now with Juriaen Westvael.

Ordinary Session, held Tuesday, May 1, 1663.

Present: The Schout; Albert Gysbertsen and Tjiriek Classen de Wit. Evert Pels in default.

Roelooft Swartwout, plaintiff, vs. Poulus Tomassen, defendant. Plaintiff alleges that defendant hired and bound himself out, together with Jan Muessen, each as principal, to thresh all the corn, and as the defendant voluntarily allowed his comrade to go, and himself now has also run away from the work he contracted to do, plaintiff therefore, after due protest, requests permission to substitute and keep somebody else at the work, at defendant's cost and expense, to do the threshing contracted for. He also requests pay-

ment for a small keg of soap and security for its value and costs incurred.

Defendant answers that plaintiff was willing that his mate should depart. Plaintiff admits he was willing, as he relied on his contract which provides that each shall be liable as principal.

The Court orders and directs defendant to bear three parts of the expenses, provided plaintiff shall put somebody else at defendant's work to finish the threshing, plaintiff to bear the fourth part.

Whereas, there is not a full Bench, plaintiff requests a revision or that defendant give security for arrears.

TIERCK CLASZEN DE WITT,

ALBERT GYSBERTSEN, (x) his mark.

Tjirick Classen deWit, plaintiff, vs. Barent Gerritsen, defendant.

The Court resolves not to decide between parties at present, because only the Schout and one Commissary occupy the bench, but the parties must have their papers ready at the next session, when the matter will be taken up.

Claes Louwrence, plaintiff, vs. Walleraven duMont, defendant. Plaintiff asks why defendant attached his money. Defendant answers, because plaintiff hired a man-servant at the Manathans, and on his arrival here he hired him out to another, and thereby made a profit of fifty-two gldrs., in zeewant, and six schepels of wheat. Plaintiff answers that he is entitled to it for his expenses in relation to the servant, and for his trouble.

The Court, having heard the parties, finds that said servant voluntarily hired himself out to Tjereck Classen de Wit, pursuant to a contract made between both, and decrees that, as Tjereck Classen wants to keep the servant, and pays him higher wages than those at which Claes engaged him at the Manathans, Tjereck Classen shall pay Claes Laurence personally the expenses he incurred, or, otherwise, make him a voluntary present, at the option of the last hirer, but Tjereck Classen shall not deduct said money from the servant's wages, and the servant, in accordance with his contract of employment, shall then complete his term.

Ordinary Session, held Tuesday, May 22, 1663.

Present: The Schout; Evert Pels, Albert Gysbertsen, Tirick Classen deWit.

Copy.

The Director General and Council of New Netherland having received and read the nomination made and delivered by the Schout and Commissaries of the village of Wildtwyck, in the Esopus, have selected and confirmed Thomas Chambers and Gysbert van Imburgh at the said place, in place of those retiring.

Done at Fort Amsterdam, in New Netherland, April 5, 1663.

In conformity with the written instructions, the Court required the newly appointed Commissaries to take the oath, which was administered by the Court, in the usual manner.

Tirick Classen deWit, plaintiff. vs. Barent Gerritsen, defendant. Default.

Barent Gerritsen, plaintiff, vs. Pieter Jacobsen, defendant. Default.

Mathys Roelofsen, plaintiff, vs. Christiaen Nissen, defendant. Plaintiff presents a certificate, and states that the Sergeant seized some merchandise belonging to him. Under examination, he admits he concealed some lead and wool at the Ronduyt, with the permission of the soldiers quartered there. Hereupon the Sergeant answers, "I don't want to have the Ronduyt turned into a home for you sutlers and suckers of this place, and don't intend to give up the goods until the arrival of the Lord General."

The Court, having heard both parties, orders the Sergeant to return plaintiff's merchandise, provided that, if any contraband goods be found thereunder, defendant shall deposit the same with the Court, and further that he shall require his soldiers not to tolerate any sutlers there but to give information of them to the Court which will deal with them as is proper. Pending the arrival of the Noble Lord General, the contraband goods shall remain in custody.

Hendrick Jochemsen, plaintiff, vs. Geertuyt Andriessen, defendant. Plaintiff demands payment of the amount of — — due on an obligation made by Jacob Jansen Stol, deceased. Defendant requests time to examine her husband's books, for which purpose the

Court allows her fourteen days, and parties are ordered to compare their accounts and inform the Court.

Domine Hermanus Blom requests the Court that care be taken to have the remaining debt on the parsonage paid, and especially that the money for which he has become surety be collected, as he experiences much trouble on its account, adding, "Otherwise we shall put a stop to it." And he especially recommends the Magistrates to take better care than heretofore of his salary.

The Court resolves to summon the retiring Commissaries to appear before it and render an account of receipts and disbursements for the building of the parsonage, for the benefit of those having claims against the same, and to notify each of them, as some bills have already been sent in and presented to the Court. They are ordered to appear on May 25, 1663, at the house of Thomas Chambers.

Ordinary Session, held at Wildtwyck, June 5, 1663.

Present: The Schout; Albert Gysbertsen, Tjiriek Classen de Wit, Thomas Chambers, Gysbert van Imbrogh.

Tjiriek Classen deWit, plaintiff, vs. Barent Gerritsen, defendant. Plaintiff demands, under a power of attorney from Jan Eversen, payment of the amount of seventy-four gldrs., in beavers, and fourteen schepels good winter wheat, and forty-four gldrs., in zee-want. Defendant admits owing the amount claimed, as per obligation, due January 1, 1662.

The Court, having heard the parties, finds, from the obligation, that defendant must pay plaintiff the amount claimed but, as plaintiff still demands payment of one hundred and sixteen gldrs., in beavers, for expenses incurred, the Court, at the request of defendant, refers the matter of the expenses to two impartial people.

The Schout, plaintiff, vs. Jan Jansen van Oosterhout, defendant. Default.

Barent Gerritsen, plaintiff, vs. Pieter Cornelissen, defendant. Plaintiff demands an amount of thirty-five schepels of wheat. Defendant admits owing thirty-four and one-half schepels. The Court orders him to pay.

Gerrit Voken, plaintiff, vs. Cornelis Barensse Slecht, defendant. Plaintiff, through a document whereby Volekert Jansen and Jan Tomassen constitute themselves plaintiffs, presents to the Court a petition against Cornelis Barensse Slecht, who is summoned by plaintiff before this Court. Plaintiffs demand restitution of a mare, because it was impounded by the defendant. Upon testimony given by Pieter Jacobsen that, to the best of his knowledge, the horse was driven and chased away, and in consequence thereof died, plaintiffs now conclude and demand that defendant shall be ordered to indemnify them for the said mare, and to pay all costs of suit.

In defense, Cornelis Barensse Slecht, the defendant, presents a certificate by Adriaen Gerritsen van Vliet and Hermen Hendricksen who attest, at his request, that they saw him about three hours before nightfall drive six horses away from his land, on an easy trot.

The Court, having heard the parties and examined the papers, orders plaintiffs to adduce clearer and fuller proof.

The Schout, plaintiff, vs. Pieter van Halen, defendant. Default.

A majority of the Commissaries resolve that the Court shall not sit again until there are four or five cases. If necessary for the convenience of the residents, it will sit every week. The reason of this is because, in the absence of a Village or City Hall, the rent for the room can not be met.

(x) [ALBERT GYSBERTSEN],
TIERCK CLASZEN DE WITT,
GYSBERT VAN IMBROCH.

[The preceding minutes, except one entry, as noted, are all in the handwriting of Roelof Swartwout, Schout. The following are in that of Mattheus Capito, Secretary.]

Ordinary Session, held Tuesday, July 24, 1663.

Present: The Noble Lord Johan de Decker; Roelof Swartwout, Schout; Albert Gysbertsen, Tjerek Classen deWit, Thomas Chambers, Gysbert van Imbroch, Commissaries.

Albert Gysbertsen, plaintiff, vs. Aert Martensen Doorn, defendant.

Albert Gysbertsen says that defendant caused plaintiff's pig to be killed, and presents a certificate to this effect. Defendant answers that he does not know whether it was plaintiff's pig, and offers to pay the owner therefor.

The Commissaries, having heard defendant's confession, order him to deposit with the Court the quantity of six schepels of wheat, for the benefit of him who shall be found to be the lawful owner, or otherwise the Court will dispose of it as it may see fit.

Tjerek Classen deWit, plaintiff, vs. Evert Pels, defendant. Default.

The Schout, in place of the Noble Lord Johan de Decker, plaintiff, vs. Tryntje, wife of Cornelissen Barentsen Slecht, defendant. Plaintiff says that defendant called the Noble Lord de Decker a blood sucker.

Defendant does not deny she spoke evilly of the Noble Lord de Decker, but says she spoke while depressed and discouraged because of the many misfortunes that had befallen her through the savages, and adds that she feels sorry for having slandered him.

The Commissaries, having heard the confession and regrets of defendant, prefer mercy to the severity of justice, and order her to pay a fine of twenty-five gldrs., in zeewant, for the benefit of the church.

Ordinary Session, held Tuesday, September 18, 1663.

Present: Roelof Swartwout, Schout; Tjerek Classen de Wit, Albert Gysbertsen, Thomas Chambers, Gysbert van Imbroch, Commissaries.

Roelof Swartwout, plaintiff, vs. Aert Martensen Dorn, defendant. Default.

Same, vs. Hendrick Cornelissen Slecht, defendant. Default.

Same, vs. Pieter Bruynsen, defendant. Default.

Same, vs. Cornelis Bransten Vos, defendant. Default.

Same, vs. Hendrick Aertsen, defendant. Default.

Same, vs. Jacob Joosten, defendant. The plaintiff demands from defendant the amount of twenty-five gldrs. fine, for the first offense, and fifty gldrs. fine for the second, for violating the ordinance dated August 4, 1663.

Defendant replies by asking whether he is not permitted to support his family.

The Court, having heard the demand of the aforesaid Schout, and the defence of the defendant, orders defendant to settle with the Schout for the fine due, within eight days, or on default then to expect the judgment of this court.

Same, vs. Harmen Hendericks,	defendant.	Default.
Same, vs. Ariaen Huyberts,	do.	do.
Same, vs. Henderick Jochemsen,	do.	do.
Same, vs. Willem Aertsen,	do.	do.
Same, vs. Jan Broersen,	do.	do.
Same, vs. Jacob Barents Cool,	do.	do.
Same vs. Antoni Crupel,	do.	do.
Same, vs. Henderick Hendericksen,	do.	do.
Same, vs. Jan Jansen van Oosterhont,	do.	do.
Same, vs. Jacob Jansen Stoutenborch,	do.	do.
Same, vs. Jacob Janse de lange,	do.	do.
Same, vs. Aert Jacobs,	do.	do.
Same, vs. Gerret Aertsen,	do.	do.
Same, vs. Evert Prys,	do.	do.
Same, vs. Jan Willemsen,	do.	do.
Same, vs. Tennis Jacobsen,	do.	do.
Same, vs. Warnær Hoorenbeeck,	do.	do.
Same vs. Jan Gerritsen,	do.	do.
Same, vs. Ariaen Gerritsen,	do.	do.
Same, vs. Mattys Roelofsen,	do.	do.

The plaintiff, Roelof Swartwont, Schout, presents to the Court a certificate, dated June 5, 1663, stating that the defendant, Matthys Roelofsen, sold brandy to the savages, according to the testimony of the savages themselves.

The Commissaries order defendant, pursuant to his offer, to reply to the certificate at the next session of the Court.

Hester Douwesen appears before this Court and demands seven schepels of wheat which Hey Olfertsen, deceased, owed her. The Court, having heard her, proposes to administer the property of the deceased here in Wildwyck and then pay her and the other creditors.

This Court resolves, in obedience to a previous request of the Captain Lieutenant and Council of War, to renew and replace the fallen and damaged palisades around the village, next Wednesday, September 26, with the assistance of all the inhabitants of this place, none excepted, under a penalty of twelve gldrs. for non compliance.

The Court further resolves that it will administer the property of persons who were killed during the troubles of June 7 last, leaving no relatives. Their names are: Willem Jansen Seba, servant; Henderick Jansen Looman, brewer's helper; Dirriek Willemssen, inhabitant.

The Court appoints as administrators, Albert Gysbertsen and Tjerek Classen de Wit, both Commissaries, with orders to immediately inventory all the property of said deceased, and to administer the same until further order, or claims by nearest relatives or creditors.

Inventory, September 18, 1663, taken at Wildwyck, at the house of Juriaen Westphael, in the presence of the Schout, Roelof Swartwout, and two Commissaries, Albert Gysbertsen and Tjerek Classen de Wit, of the property left by Hendrick Looman, found to be as follows:

- 1 gelding,
- 1 large brewing kettle, — — tuns,
- 1 sword and belt.
- 1 trunk without key, wherein was found
- 1 letter case containing letters, and a note book with memoranda of outstanding debts and accounts,
- 1 old gray suit,
- 1 old gray colored pair of breeches,
- 1 new gray suit,
- 2 pair of black woolen stockings,
- 1 new black hat and hat box,
- 1 bar lead,
- 4 small pieces of Haarlem cloth,
- 1 clothes brush,
- 1 trunk,
- 2 cravats,
- 3 handkerchiefs.

1 package containing about a pound of lead.

1 wagon frame, with iron tires.

Ordinary Session, held Tuesday, October 9, 1663.

Present: Roelof Swartwout, Schout; Albert Gysbertsen. Tjerek Classen de Wit, Gysbert van Imborch.

The Schout, Roelof Swartwout, requests the Court to pronounce judgment against those whom he had summoned to appear, but who did not come before this Court and were in default.

Roelof Swartwout, Schout, plaintiff, vs. Aert Mertensen Doorn. Second default.

Same, vs. Jan Hendericksen, defendant. Second default.

Same, vs. Warnaer Hoorenbeeck, defendant. Second default.

Same, vs. Ariaen Gerretsen van Vliet. Second default.

Same, vs. Henderick Cornelissen Slecht. Second default.

Plaintiff demands that there be imposed, in accordance with the ordinance dated August 4, last, a fine of twenty-five gldrs., for the first offense, and fifty gldrs., for the second, for violating said ordinance that no one should go out to mow without the consent of the Captain Lieutenant and a sufficient convoy.

Cornelis Barentsen Slecht, representing his son Hendrick Cornelissen Slecht, answers that he is not obliged to comply therewith, saying, "Let me appear before the Court having jurisdiction, the Supreme Council. I have nothing to say till then."

The Commissaries, having heard the reply of Cornelis Barentsen Slecht, order him to pay the above named fine, since he does not acknowledge the Inferior Court of Justice here as having jurisdiction, and appeals to the Supreme Council.

Cornelis Barentsen Slecht, standing before the Court and being requested to render an account of the estate of William Jansen Seba, deceased, a demand therefor having been made of him by the curators and trustees of said estate, September 18, last, answers that he is not obliged to render an account of this matter to this Court, he having once delivered an obligation to the aforesaid William Jansen Seba.

The Schout thereupon asks the Court that Cornelis Barentsen Slecht be compelled to render to it an account of the above named

estate of William Jansen Seba, deceased, in the interest of the curators appointed for that purpose, because said obligation has not been and cannot be found by the curators among the effects of the deceased. The Court, pursuant to the Schout's request, orders and directs Cornelis Barentse Slecht to render, at its next session, a statement of the account between him and the said William Jansen Seba, deceased, so that debits and credits may be adjusted in the proper and customary manner.

After the above was read to him, Cornelis Barentsen Slecht said that he is not inclined henceforth to render an account to this Court.

The Court, having seen and heard Cornelis Barentsen Slecht's unreasonableness in opposing the Court of Justice of this place, orders him to be confined in the house of the Schout, Roelof Swartwout, who, for this purpose, is directed to put him under arrest and so keep him until he is ready to render said account.

Having been informed by Schout Swartwout, in the presence of the Court here, that he should repair to the appointed place of confinement, Cornelis Barentsen Slecht answered that the Schout would have to fetch him with two officers and that he would not voluntarily come, and defied him in the matter. For the threat aforesaid, the Schout requests the Court to be permitted to lock said Slecht up; whereupon the Court, having heard the request, directs him to have said Slecht confined in the guard house.

Roelof Swartwout, Schout, plaintiff, vs. Pieter Bruynsen, Henderick Aertsen, Ariaen Roose, Jan Roose, Willem Aertsen, Cornelis Brantsen Vos, Jacob Joosten, Ariaen Huybertsen, Harmen Hendericksen, defendants.

Plaintiff demands of the above mentioned defendant fines for violating the ordinance dated August 4, last, that no one should venture out to mow without consent and a proper convoy, the fines being,

For Pieter Bruynsen,	25 gldrs.
“ Henderick Aertsen,	75 “
“ Ariaen Roose,	25 “
“ Jan Rose,	75 “
“ Willem Aertsen,	75 “

" Cornelis Brantsen,	75	"
" Jacob Joosten,	75	"
" Harmen Hendericksen,	75	"
" Ariaen Huybertsen,	75	"

Cornelis Barentsen, on behalf of his farm hands above named, answers that they are not guilty and that they are not disposed to pay the fine, but that the matter must be heard and decided by the judge having jurisdiction, and requests copy thereof.

Cornelis Barentsen Slecht's reply having been heard, the Court here decides it has jurisdiction, and orders the above defendants to pay the fines in full to the plaintiff.

Roelof Swartwout, Schout, plaintiff, vs. Henderick Jochemsen, defendant. Second default.

Plaintiff demands judgment. The Court allows defendant a third default.

Roelof Swartwout, Schout, plaintiff, vs. Jan Gerritsen, Antony Crupel, Henderick Hendericksen, Jacob Stoutenborch, defendants. Plaintiff demands from the aforesaid defendants fines due for violation of the ordinance dated August 4, that no one should venture out to mow, without consent and a proper convoy, the fines amounting,

For Jan Gerritsen,	to 75 gldrs.
" Antoni Crupel,	" 75 "
" Henderick Hendericksen,	" 75 "
" Jacob Stoutenborch,	" 25 "

Juriaen Westphael, representing the above named defendants who were in his employ, says he is not disposed to pay any fine herein, as the promises given him were not fulfilled at mowing time. Plaintiff requests judgment herein.

The Commissaries, having heard plaintiff's demand and the answer of defendants' representative, order defendants to pay the full fine to plaintiff, because their representative's day had been extended through rain and other causes, and the next day, when the weather was favorable, no work was done, yet at a time when, under the general agreement of the community, he ought to have assisted other farmers with his people, he had, notwithstanding the ordinance, had his work continued without giving notice to the Council of War and this Court.

The curators or overseers of the estate of the late Henderick Looman request that Jeuriaen Westphael render an account of the property of the said Henderick Looman. He answers he will not render such account.

This Court orders Juriaen Westphael to make a declaration, and extends his time to do so until its next session.

And whereas, defendant offers to make proof that there was no other property of the aforesaid Looman than is shown by the above mentioned inventory, the same will be received by the Court, otherwise the Court stands by the foregoing decision.

Roelof Swartwout, Schout, plaintiff, vs. Jan Broersen, defendant. Second default.

Plaintiff demands a fine of seventy-five gldrs., and requests judgment. The Court allows defendant a third default.

Roelof Swartwout, Schout, plaintiff, vs. Jacob Barentsen Cool, defendant. Second default. Plaintiff demands a fine of twenty-five gldrs. and requests judgment. The Court allows defendant a third default.

Roelof Swartwout, Schout, plaintiff, vs. Jacob Jansen van Oosterhout, defendant. Second default. Plaintiff demands a fine of seventy-five guilders., and requests judgment. The Court allows defendant a third default.

Roelof Swartwout, Schout, plaintiff, vs. Jacob Jansen de lange [the long], defendant. Second default. Plaintiff demands a fine of seventy-five gldrs., and requests judgment. The Court allows defendant a third default.

Lucas Hendricks, plaintiff, vs. Jan Simonsen, defendant. Default.

Roelof Swartwout, Schout, plaintiff, vs. Jan Willemsen and Teunis Jacobsen, defendants. Plaintiff demands from the first named defendant, Jan Willemsen, twenty-five gldrs., and from Teunis Jacobsen, twenty-five gldrs., due for violation of the ordinance dated August 4, last, that no one should venture out to mow without consent and a proper convoy.

Defendants answer that they are not liable for the payment of a fine herein and await a decision and order of the Court hereupon.

The Court orders defendants to pay the full amount of the fine to the plaintiff.

Roelof Swartwout, Schout, plaintiff, vs. Aert Jacobsen and Gerrit Aertsen, his son, Aert Jacobsen's daughter, Aert Jacobsen's servant, Andries, defendants. Plaintiff demands from the aforesaid defendants, for their violation of the ordinance dated August 4, last, that no one should venture out to mow without consent and a proper convoy, a fine,

From Aert Jacobsen,	of 75 gldrs.
“ Gerrit Aertsen,	“ 75 “
“ Aert Jacobsen's daughter,	“ 25 “
“ Andries, his man,	“ 25 “

Defendants answer they are not liable for the payment of the above fines, and request copy of the judgment.

The Court orders defendants to pay plaintiff the full amount of the fines.

Roelof Swartwout, Schout, plaintiff, vs. Aert Jacobsen, defendant. Plaintiff complains to this Court that defendant said that the Lord God would some time avenge himself upon the Lords who are here on the bench.

Defendant does not deny having said so, and the Commissaries Albert Gysbertsen and Gysbert van Imboreh also confirm that they heard him say so, once at the house of Schout Roelof Swartwout, and once at the bridge.

The Court of this place orders defendant to submit, at its next session, his reasons for saying that revenge should be called down upon it.

Roelof Swartwout, Schout, plaintiff, vs. Aert Jacobsen, defendant. Plaintiff accuses defendant of being a desecrater of the Sabbath, he having on that day taken a load of beer to his house, for which plaintiff seized defendant's wagon and beer, and that, notwithstanding the seizure, the defendant fetched the wagon and beer to his house.

Defendant denies having attempted to take a wagon load of beer home on a Sabbath or Sunday, but offers to prove that the Sabbath had expired.

The Court allows defendant time until the next session of the Court to prove the above.

Roelof Swartwout, Schout, plaintiff, vs. Evert Prys.

Plaintiff demands from defendant a fine of twenty-five gldrs. for violating the ordinance dated August 4, last. Defendant answers that he had the Captain's consent.

The Court orders defendant to submit proof, at the next session, that he had such consent.

Roelof Swartwout, Schout, plaintiff, vs. Jan Tyssen, defendant. Second default.

Roelof Swartwout, Schout, plaintiff, vs. Harmen Hendricksen, defendant. Second default.

Roelof Swartwout, Schout, plaintiff, vs. Magdalena, the wife of Harmen Hendericks. Plaintiff complains that he was hindered in his official duty, while apprehending Aeltje Claes. Defendant denies this, saying she is able to furnish better proof of the matter than has been given; that she only said, "Swartwout, why do you want to put this woman in prison? Why do you want to disgrace her? She is neither a whore nor a thief, and there is a private place here from which she cannot run away."

The Court orders defendant at the next session to submit evidence which will clear her.

Eechtje Ariaens, plaintiff, vs. Christiaen Niessen romp, defendant. Default.

Roelof Swartwout, Schout, plaintiff, vs. Dirrick Hendericksen, defendant. Default.

Copy

Henderick Jochemsen and Juriaen Westphael, appearing this 9th day of October, 1663, at the Court room of the Honorable Court at Wildwyck, request, on behalf of Cornelis Barentsen Slecht, that the said Slecht be permitted to leave the guard house and go to his home in order the better to prepare the account between himself and Willem Jansen Seba, deceased. They offer themselves as sureties for the body of Cornelis Barentsen Slecht, each as principal, that, at the desire of the Honorable Court, he will return at once to his duly provided place of confinement. For which purpose they bind their persons and property, real and personal, present and future, and to give this more force, have personally subscribed hereto. Done at Wildwyck, the day, year and place above.

(Signed) Henderick Jochemsen. The mark (x) of Juriaen Westphael.

Agrees with the original. To which I certify.

Witness,

MATTHEUS CAPITO, Secretary.

The following ordinances were passed by the Schout and Commissaries at Wildwyek.

CONCERNING BEER EXCISE.

The Honorable Court having seen that licenses for beer have been discontinued during the late troubles, and finding that very little revenue is produced from wine, and as beer as well as wine is sold at retail, and this does not profit the buyer, the Honorable Court advises that from now on no one shall, under the penalty heretofore announced, sell any more beer without having first duly paid the excise to the Collector, Jacob Boerhans.

Done at Wildwyek, this October 9, 1663, at a meeting of Schout and Commissaries.

CONCERNING WOLF CATCHING.

Whereas, great damage in and about the region of Wildwyek is done to pigs, calves, and other cattle, by that destructive animal, the wolf, tending greatly to retard the inhabitants of this place, who would prefer that their pigs and cattle increase; Now, in order to prevent this damage as much as possible, the Honorable Court, here, has resolved and promises to pay twelve guilders, zeewant, to any one shooting, catching or taking, in any manner, a male wolf, and eighteen guilders, in zeewant, for a she wolf. For the purpose of raising this money, the Schout and Commissaries of the village of Wildwyek order every householder engaged in farming to contribute at once, for every wolf caught and brought in, one guilder in zeewant. The wolf catcher must also bring the captured wolf to the Schout's house for inspection.

Thus done at a meeting of Schout and Commissaries, at Wildwyek, this October 9, 1663.

Roelof Swartwout, Schout, plaintiff, vs. Paulus Tomassen, defendant. Plaintiff complains of defendant, that on October 7, being Sunday, a gun was discharged by one Arent Jansen, which was

heard and seen by Captain Lieutenant Cregier who had him taken to jail, and that immediately thereafter another shot was fired, at the house of Aert Martensen Doorn. The plaintiff hearing this, went to the aforesaid house, saying, "Friends, it looks as if this had been done to spite us."

Whereupon defendant answered, "I fired off a gun that was loaded long ago." To which the plaintiff made answer: "Very well; if you did it I will know how to get satisfaction from you for it." The defendant to this replied, "See here, Schout, I'll shoot you some day." Whereupon plaintiff wanted to arrest him. Defendant at first refused to go along, but upon arriving at plaintiff's house he resisted plaintiff with acts as well as words, and while following plaintiff to the guard house kept threatening and hitting him, and after he had been put in the guard house defendant went so far as to hit plaintiff on the head, so that he stumbled over.

Whereupon the following interrogatories were had:

Interrogatories to Paulus Tommassen, defendant.

Present—the Honorable Court.

Questions:

1. Did the defendant on Sunday, October 7, at the house of Aert Martensen Doorn, discharge a gun? Answer. Yes.

2. Was defendant drunk or sober at the time? Answer. He was drunk.

3. Where did he get the wine? Answer. He had the wine in his little chest.

4. Did he refuse to go to prison? Answer. The Schout knows all about this.

5. Did he strike the Schout on the street or at the Schout's house? Answer. No.

6. Did he strike the Schout at the guard house? Answer. He denies this.

The Schout requests that defendant be again put in prison. This is granted by the Honorable Court.

Done at Wildwyck, October 9, 1663.

On Saturday, October 6, a meeting was held by the Honorable Council of War and the Honorable Court at Wildwyck, at which were present:

Marten Cregier, Captain Lieutenant; Christiaan Niessen, Ensign; Evert Willem Munnick, Peter Ebel, Jan Peersen, Sergeants; Roelof Swartwout, Schout; Albert Gysbertsen, Tjerek Claesen de Wit, Gysbert van Imboreh, Commissaries.

Captain Lieutenant Marten Cregier and the Council of War having, on September 26, given Schout Swartwout an order that no strong drink be sold to the militia or to the Indians, as they wished to hold them in readiness for the coming expedition, the Schout went personally to notify the householders at Wildwyck. On arriving at the house of the wife of gunner Mattys Roelofsen to inform her thereof, she told the Schout that he might cleanse his anus (beg your pardon) with the order. On the complaint of the Schout, the Captain Lieutenant expressed to the Council of War and the Commissaries of Wildwyck, here specially assembled, his regret for the act which, if not done to insult the Council of War and those who commissioned it, is still not to be tolerated in decent places.

Whereas, the Schout has met with insult from the gunner's wife above named, on account of this order, he requests that she be punished therefor, in order that so impudent and shameless a person may, in this case, receive what she deserves, and thus be made an example to others.

Aeltje Sybrants, wife of Mattys Roelofsen, was summoned before the Honorable Council of War and Commissaries at Wildwyck and asked by the Captain Lieutenant in reference to the aforesaid complaint, whether she did not say that the Schout might cleanse his anus with the order mentioned, whereupon she answers that she did not say any such words to the Schout, and that he must prove this; that the Schout lied about the matter, and that he treated her in this manner out of spite.

The Schout called in proof Heyltje Jacobs, wife of Jan Broersen, who testifies before the Council of War that she heard that the wife of Mattys the gunner had some words with the Schout, but is not prepared to say truthfully that she also addressed the aforementioned scandalous words to the Schout.

Grietje Jacobs, wife of Willem Jansen, was also called, and testified before the Council of War that she heard there was much

wordy war between the Schout and the gunner's wife above named and that among other things she said to the Schout, kiss my anus.

Aeltje Sybrants was again called to the stand and, being informed of the foregoing testimony, did not deny she had had words with the Schout, nor that she may possibly have said to him, kiss my anus.

The Schout, Swartwout, is ordered to submit additional proof in this matter.

Thus done at the session aforesaid, the day and year above stated.

On Wednesday, October 10, 1663, a session was held at Wildwyck by the Honorable Council of War and the Honorable Court of Wildwyck.

Present: Marten Cregier, Captain Lieutenant; Christiaan Niessen, Ensign; Evert Willem Munnick, Jan Peersen, Sergeants; Roelof Swartwout, Schout; Albert Gysbertsen, Tjerek Claesen de Wit, Gysbert van Imbroch, Commissaries.

The Schout, Swartwout, appearing before the Honorable Council of War and the Honorable Court at Wildwyck, submits, in accordance with the foregoing order, proof, in writing, by Willem Jansen Schut, dated October 8, last, confirmed under oath in the presence of two Commissaries, reading thus:

Deponent above named declares that, at the reading of the order given to the Schout by the Captain Lieutenant, and while leaving the house of Jan Broersen, he heard Aeltje Sybrants, wife of Mattys Roelofsen, say, "Tut, tut, it's only a trifle; cleanse your fundament with it." Deponent does not know the meaning of these words.

Aeltje Sybrants, the defendant, called to the stand and being shown by the Schout the deposition, signed as aforesaid, denies the same, and says she did not say the said words to the Schout.

Having seen and heard the obduracy of defendant, Aeltje Sybrants, in denying the truth of the proofs adduced, which are accepted by the Honorable Council of War and the Honorable Court here, and the Schout also being deemed worthy of belief, officially, the Honorable Council of War and the Honorable Court at Wildwyck, therefore, being desirous of preventing all slander and vile

language, and of punishing the same as an example to others, hereby sentence and condemn Aeltje Sybrants, the wife of Mattys Roelofsen, for her use of vile and foul language in contemning and vilipending the order given to the Schout, to pay a fine of one hundred Carolus guilders, and the costs, to be applied as usual, and to be paid within the next fourteen days, under penalty of issuance of execution.

Done at Wildwyck the day and year above mentioned. Signed by the Honorable Council of War and the Honorable Court of Wildwyck.

Note.—The Honorable Council of War and the Honorable Court at Wildwyck decree that the Schout, being prosecutor, shall receive two-thirds of the fine to be paid by Aeltje Sybrants, and that one-third shall be for the Church at Wildwyck. Done at Wildwyck, October 10, 1663.

Roelof Swartwout, Schout, plaintiff, vs. Aert Jansen, defendant. Plaintiff lodges a complaint against defendant for having fired a shot on Sunday. Defendant does not deny he fired once. He is therefore sentenced by the Honorable Council of War and the Honorable Court to pay plaintiff a fine of nine gldrs., being three gldrs., as per ordinance, for each shot, and six gldrs., because he did it on Sunday during the sermon.

Given at Wildwyck this October 10, 1663, at the session of the Honorable Council of War and the Honorable Court at Wildwyck.

Willem Jansen Schut called on October 10, 1663, on the Schout. Roelof Swartwout and complained that he, Schut, had been assailed by Aeltje Sybrants, wife of Mattys Roelofsen, who said to him that in his deposition he testified falsely against her. Wherefore, then, for fuller information in the matter, Jan Peersen, Sergeant, and Jacob Boerhans, Clerk, both officers of the Honorable Company, were dispatched with said Willem Jansen, to ascertain if she would confirm these spoken words. Upon their return they reported that she disavowed her spoken words. Notwithstanding this, the appearer aforementioned requests the Honorable Court here that he may have justice done to him.

Thus entered the day and year above mentioned, at Wildwyck, in the presence of the Captain Lieutenant Marten Cregier. To which I certify.

MATTHEUS CAPITO, Secretary.

Extraordinary Session, held Tuesday, October 16, 1663.

Present: Roelof Swartwout, Schout; Albert Gysbertsen, Tjerck Claesen de Wit, Thomas Chambers, Gysbert van Imbroech, Commissaries.

Resolution passed relative to late comers on the Bench.

To prevent any disorder in convening the Inferior Bench at Wildwyck, it is resolved and ordered by the Honorable Court here, that any of those constituting the Bench arriving later than the hour fixed shall be fined twenty stivers, for the benefit of his colleagues. Done at Wildwyck, as above. In my presence. To which I certify.

MATTHEUS CAPITO, Secretary.

There was presented a note signed by the Captain Lieutenant, Marten Cregier, dated October 10, stating that Lieutenant Henderick Jochemsen has suffered and is yet suffering inconveniences from the militia who use his home as a guard house, which makes it burdensome to him. The Captain Lieutenant therefore requests that the aforesaid Henderick Jochemsen be relieved from this burden, and that the Honorable Court cause a guard house to be built for the militia.

Lieutenant Henderick Jochemsen having been summoned to appear in the Council room of the Court in the matter, and having been asked if he would consent to harbor the militiamen four or six weeks longer in his house, as at present no materials can be had for building a guard house, leaves to the discretion of the Honorable Court here the amount of compensation to be paid him during the period.

The Honorable Court, considering that one inhabitant alone should not bear all the burdens, and that he has consented to suffer the inconvenience of having the militia at his house four or six weeks longer, and as the soldiers have been quartered in his house since June 7, and will continue there four or six weeks longer, has therefore allowed him, as compensation, fifty guilders, in zeewant.

Thus done at the session above mentioned.

Reynier Pietersen Schipper, [skipper], presents an account against Henderick Jansen Looman, amounting to four schepels of wheat, and requests payment.

Roelof Swartwout, Schout, plaintiff, vs. Jacob Janse de lange [the long], defendant. Plaintiff requests that defendant testify in the case of the prisoner Paulus Tomassen, and state if he did not hear the prisoner say, "Schout, I'll shoot you." Defendant answers that the said words were spoken by the prisoner Paulus Tomassen at the house of Aert Martensen Doorn.

Roelof Swartwout, Schout, plaintiff, vs. Dirreck Hendericksen. defendant. Second default.

Gerret Willemsen, Corporal in the service of the Honorable Company, called before the Court here, declares that when the Schout placed Paulus Tomassen in custody in the guard house, said Tomassen struck the Schout's head there, so that the Schout fell over the sweat bench. Paulus Tomassen having been accused at the last session of the Court by the Schout, Roelof Swartwout, is once more interrogated:

1. Whether he said to the Schout, at Aert Martensen Doorn's house, "Schout, I'll shoot you some day." Answers, that he was drunk and does not know whether he said this then, but says he said it later.

2. To be brought to jail, he was at the Schout's house. Whether he did not refuse to go with the Schout to jail. Answers, yes, he refused.

3. Whether he did not strike the Schout in the guard house. Answers, he does not know if he struck the Schout in the guard house, but that he heard from others that he had done so.

4. Whether, being put under arrest by the Schout, he beat the latter on the street and hit him with his fists. Answers, he neither beat the Schout nor knocked against him, but that he warded off the beating which the Schout gave him on the street.

The Schout asks whether this confession by the prisoner Paulus Tomassen is sufficient. If not, he will produce fuller and stronger testimony. The Honorable Court orders the Schout to submit his demand against the prisoner.

THE SCHOUT'S DEMAND.

Roelof Swartwout, Schout, prosecutor, against Paulus Tomassen. The plaintiff demands that, though the prisoner ought to be punished criminally by the Honorable Court, yet, as the Honorable Court has no power to inflict such punishment, the prisoner be

sent to the Director General and Council of New Netherland, there to be duly punished.

DECISION OF THE HONORABLE COURT.

The Honorable Court, having heard the Schout's demand, as also the witnesses produced and the confession of the prisoner, Paulus Tomassen, himself, orders the prisoner, Paulus Tomassen, to settle this matter with the Schout, or to work for one month on the dam, at his own expense, and to pay all costs that have been incurred; and, in case he cannot arrive at a settlement with the Schout, that he shall give bail to the Court against running away, or shall be chained while working on the dam.

Resolutions concerning the erection of the fortifications of this village of Wildwyck.

A note from the Captain Lieutenant, dated October 15, was read to the Honorable Court requesting that the palisades for this village of Wildwyck be repaired and renewed, so as to serve for defense. After the reading, the Honorable Court decides that there is an urgent necessity that this village be properly provided with good and new palisades, and therefore orders and directs every farmer to properly fence his lot, renewing the old palisades; and that the rest of the people, inhabitants or burghers, possessing thirty-nine lots in this village, shall, from the watergate up and along the curtain walls to Aert Pietersen Tack's lot, properly repair and replace the old with new palisades of at least two feet in circumference, the thicker the better, and of a height of thirteen feet, according to the extent of the locality and as the Honorable Court may deem necessary. This renovation and enclosing shall commence next Monday, October 22. Wherefore, every inhabitant of this place is notified to appear on said day at about seven o'clock, at the gate near Hendrick Jochemsen's house, there to be enrolled, for the purpose of commencing said work, and to remain at it until completed, on pain, for neglect or unwillingness, of three guilders for the first offense, twice as much for the second, and increasing so on three guilders.

Thus done, at the session of the Schout and Commissaries of this village of Wildwyck, this 16th day of October, 1663.

Ordinary Session, held Tuesday, October 23, 1663.

Present: Roelof Swartwout, Schout; Tjerek Classen de Wit, Thomas Chambers, Gysbert van Imboreh, Commissaries.

Roelof Swartwout, Schout, plaintiff, vs. Aert Jacobsen, defendant. Defendant is asked by plaintiff what he has to say to the Honorable Court, in view of the record of the previous session of October 9—handing him the papers. Defendant humbly asks forgiveness, saying that, if he said anything which unguardedly escaped his lips, may the Honorable Court pardon him therefor.

Plaintiff demands that defendant be punished for the aforesaid words, either by a money fine of one thousand guilders, or that he be referred in this matter to the Director General and Council of New Netherland.

The Honorable Court, having heard the Schout's demand and also the humble repentance of defendant, besides his confession,, sentences defendant, Aert Jacobsen, to pay a fine of twenty-five gldrs., with costs, the fine to be applied as usual.

Plaintiff requests an appeal hereupon, which is granted by the Court.

Roelof Swartwout, Schout, plaintiff, vs. Aert Jacobsen, defendant. Plaintiff appears against the defendant for desecrating the Sabbath, having appeared against him on October 9, and having handed him a copy of the papers. The defendant appearing, says he has nothing to offer, in view of the foregoing papers, to prove that the Sabbath had expired.

The Honorable Court sentences defendant to pay the plaintiff a fine of one pound Flemish [six guilders or \$2.40], in this case.

Roelof Swartwout, plaintiff, vs. Roelof Hendericksen, defendant. Plaintiff demands payment of ten scheepels of wheat for thirteen days' carpenter work, according to contract. Defendant says he worked eight and one-half days in reduction of the ten scheepels of wheat, and remained idle all summer, during which time he was not sought by plaintiff, and later only after he had become bound to some one else.

The Honorable Court, having heard both parties, orders defendant to satisfy plaintiff for the remainder of the thirteen days, being three and one-half days of work.

Roelof Swartwout, Schout, plaintiff, vs. Jan Broersen, defendant. Plaintiff demands a fine of seventy-five gldrs. for violation of the ordinance of August 4. Defendant says he is not liable for the payment of a fine to plaintiff, but that his farmer, Juriaen Westphael, in whose employ he was, must pay the fine.

Roelof Swartwout, Schout, plaintiff, vs. Jacob Barents Cool and Jan Jansen van Oosthout, defendants. Plaintiff demands from Jacob Barents twenty-five gldrs., and from Jan Jansen van Oosterhout seventy-five gldrs., fine for violating the ordinance of August 4.

Juriaen Westphael, answering for Jan Broersen, Jacob Barents Cool and Jan Jansen van Oosterhout, allows himself to be recorded in their place.

Aeltje Claes, appearing before the Honorable Court, requests that the estate left by Claesje Teunissen, deceased, be administered by the Honorable Court, which request is granted.

Roelof Swartwout, Schout, plaintiff, vs. Ariaen Gerretsen, defendant. Plaintiff demands from defendant a fine of twenty-five gldrs. for impounding his horses and carting for Tjerek Classen, a fine of fifty gldrs. for violating the ordinance of August 4, and twenty-five gldrs. for refusing to cart in the service of the Honorable Company on the strand.

Defendant answers, regarding the seizure of his horses, that he was not allowed to keep them in the Fort, but that they had to find their fodder in the field where his children were. The Schout put down their names. With regard to the fine of fifty gldrs. for violating the aforesaid ordinance, he refers to Tjerek Claesen deWit who employed him at the time. With regard to his refusal to cart on the strand, he answers he was there at the time and carted the biggest load.

The Honorable Court, having heard defendant's confession, orders him to settle with plaintiff, because his children were in the field with the horses, contrary to the ordinance.

Concerning the fine for driving for Tjerek Claesen, the defendant must show that Tjerek Claesen made himself responsible therefor, which defendant offers to prove.

Concerning his refusal upon the strand, the Honorable Court acquits defendant, because he afterwards did his duty.

Tjerek Claesen deWit, plaintiff, vs. Evert Pels, defendant. Plaintiff complains that defendant during harvest time caused one of plaintiff's pigs to be shot. Defendant demands proof. The Honorable Court orders plaintiff to adduce proof.

Evert Pels informs the Court that Juriaen Westphael received a letter from Jochem Ketelheem at Fort Orange, and requests a copy thereof, which is allowed him.

Tjerek Claesen deWit and Albert Gysbertsen, curators of the estate left by Hendrick Looman, having summoned Juriaen Westphael before the Honorable Court here, the question was put to him, Juriaen Westphael, whether he knows any more about the estate left by said deceased than is shown by the inventory. Whereupon the aforementioned Juriaen Westphael declares, upon his word as a man, that he knows no more, unless perhaps that, among the effects of Jan Albertsen, there were uppers for two pairs of shoes.

Hilletje Hendericks, having been summoned before the Honorable Court, declares under oath she does not know of any other property of Willem Jansen Seba than what has been inventoried. She requests immediate payment of the account she has rendered, and in addition three months' stable rent for Willem Jansen Seba's horse, amounting to two and one-quarter schepels of wheat.

Cornelis Barentsen Slecht, having been summoned before the Honorable Court by the curators of the estate of Willem Jansen Seba, is once more called upon to render an account between himself and Willem Jansen Seba. He requests for this purpose fourteen days' more time, which the Honorable Court allows him.

Elsje Gerrets, plaintiff, vs. Christiaen Niessen romp, defendant. Second default. Plaintiff says that defendant has a pillow belonging to her, which he retains. Requests that he fetch said pillow to Court to compare it with another pillow belonging to plaintiff. Defendant is allowed a third default.

Gysbert van Imbroch, plaintiff, vs. Annetje Ariaens, wife of Aert Pietersen Tack, defendant. Plaintiff demands that, pursuant to mortgage, defendant be not permitted to alienate or estrange the gathered grain before he has first been paid. Defendant answers that if plaintiff will undertake to pay her debts she will then get out and leave, and adds thereto that the debts contracted by her

for food during harvest time must also be paid, otherwise she could not have taken in the crops.

The Honorable Court, having heard both parties, finds that, according to the obligation, defendant must not appropriate or decrease, much less alienate, any of the grain, without the knowledge and consent of the plaintiff.

Jacob Joosten, plaintiff, vs. Annetje Ariaens, defendant. Plaintiff demands from defendant five schepels of wheat, which defendant admit he owes. The Honorable Court orders defendant to pay plaintiff the said amount.

Roelof Swartwout, Schout, plaintiff, vs. Jacob Jansen de lange [the long], defendant. Third default. Plaintiff demands payment of a fine of seventy-five gldrs., legally due after a third default.

The Honorable Court orders defendant, for not appearing before it after a third default, to pay the full fine to plaintiff, and also to pay the costs.

Roelof Swartwout, Schout, plaintiff, vs. Albert Heymans, defendant. Plaintiff enters suit against defendant on a complaint of the Commissaries, Tjereck Claesen, Albert Guysbertsen and Gysbert van Imbroch, that defendant publicly accused them of being deceitful in carrying out their ordinances, and that they did not do justice in accordance therewith.

Defendant says, that the Court did not act in accordance with the wording of the ordinance, and demands a copy of the record herein.

The Honorable Court orders Tjereck Claesen, Albert Gysbertsen and Gysbert van Imbroch, at its next session, to furnish proof of the foregoing complaint, in conformity with their own statement.

Roelof Swartwout, Schout, plaintiff, vs. Albert Heymans, defendant. A complaint is made to the Schout that on August 30, last Albert Heymans, when lawfully called upon by Gysbert van Imbroch, at a meeting held at the Schout's house, to furnish a horse for the expedition against the savages, would not say "yes" or "no" to the Court, but said he would first see what the gentlemen were going to do, and that, when the Commissary again demanded an answer, the defendant called him a little tattle tale. By reason

whereof, the said Commissary, *nomine officio*, pursuant to the said complaint, requests the Court to sustain his action.

The foregoing having been read to defendant, he admits having used the aforesaid words, "little tattle tale," towards the Commissary, at the said place, and requests a copy of the record here, and promises to reply at the next session of the Court.

Roelof Swartwout, Schout, plaintiff, vs. Geertruyd Andriesen, defendant. Plaintiff demands from defendant a fine of fifty gldrs. for violating, for the first time, the ordinance enacted August 4, and a fine of two hundred gldrs. for a second violation, in having harvested with four wagons, and a fine also, for a third offense, in having, on October 26, [*sic*] arbitrarily harvested with two wagons, and having a gun in the field. Also a further fine for carrying fodder for her horses on a Sunday, on which occasion the horses were seized, but nevertheless the matter was settled with the Schout for five schepels of wheat, and a can of brandy for the guard.

Defendant answers that she was several times refused a convey, and therefore she was obliged to gather in her grain herself without a guard, for fear that the rain would spoil it.

The Honorable Court, having heard both parties, orders defendant to pay the full amount of the fines demanded for violating the ordinance, and to pay plaintiff the agreed fine of five schepels of wheat and a can of brandy.

The Schout, Roelof Swartwout, enters a complaint that the Messenger, Jacob Joosten, is of little or no service to him, and requests the Honorable Court to please give orders relative thereto. Whereupon defendant, Jacob Joosten, answers that he has not been able to collect his money, either as Church or Village Messenger, not having, to the best of his knowledge, received as Village Messenger more than one hundred and fourteen gldrs.

The Honorable Court orders and directs the Village Messenger to be more faithful in his duty, and that he be paid as soon as possible for his services as such.

Meeting of the Council of War and Commissaries, held Tuesday, October 30, 1663.

Present: Marten Cregier, Captain Lieutenant; Christiaen Niessen, Ensign; Evert Willem Munnick, Jan Peersen, Sergeants; Roelof Swartwout, Schout; Tjereck Claesen deWit, Gysbert van Imborch, Tomas Chambers, Commissaries.

Roelof Swartwout, Schout, plaintiff, vs. Henderick Cornelissen Slecht, defendant. Plaintiff demands from defendant a fine of seventy-five gldrs., pursuant to the judgment rendered by the Court under date of October 9, for violating the ordinance enacted August 4, in that he worked in the field without permission and a proper convoy.

Defendant admits having worked in the field without permission and convoy, and says that the Schout came without a convoy to the field and fined him for a second offense. He adds that he was fully able to defend himself, and therefore did not need a guard.

Defendant having been given his choice between paying the full fine to the plaintiff pursuant to said judgment, or arranging with him amicably, answers he would rather pay the full fine than settle with the plaintiff.

The Council of War and Commissaries understand that, according to the aforementioned judgment, defendant is liable for the full fine, as he behaves very obstinately in the matter.

The Same, plaintiff, vs. Pieter Bruynsen, defendant. Plaintiff demands from defendant a fine of twenty-five gldrs. for violating the ordinance dated August 4, in that he worked in the field without permission and a proper convoy, for which he was sentenced by the Honorable Court on October 9.

Defendant admits having worked one day in the field without permission and convoy, and the proposition is made to him whether he would prefer to settle with the plaintiff. He answers he is not willing to settle with the plaintiff, nor does he intend to pay one stiver therefor.

The Council of War and Commissaries order defendant to pay the full fine, in accordance with the judgment dated October 9, and, as he shows himself obstinate and unwilling so to do, that he be confined until he shall have paid the full fine.

Roelof Swartwout, Schout, plaintiff, vs. Henderick Aertsen, defendant. Plaintiff demands from defendant a fine of seventy-five

gldrs., pursuant to the judgment rendered by the Honorable Court under date of October 9, for violating the ordinance enacted August 4, in that he worked in the field without permission and a proper convoy.

Defendant admits having worked in the field without consent and a proper convoy, and also **says that he had sufficient** means of defence there.

The proposition having been made to him to settle with plaintiff, he answers he is not willing to settle with him nor does he intend to pay one stiver.

The Council of War and Commissaries condemn defendant to pay the full fine, in accordance with the judgment of the Court on October 9, and, as defendant shows himself obstinate and is unwilling so to do, that he be confined until he shall have paid the full fine.

Roelof Swartwout, Schout, plaintiff, vs. Ariaen Roose and Jan Roose, defendants. Plaintiff demands from defendants a fine of one hundred gldrs., for violating the ordinance dated August 4, in that they worked in the field without permission and a convoy. Defendants admit having worked in the field without permission and a convoy, and also say they had sufficient means of defence there.

The Council of War and Commissaries decide that, as defendants are still young and minors, they shall be excused in this case.

Roelof Swartwout, Schout, plaintiff, vs. Willem Andriese Rees, defendant. Absent. Default.

Roelof Swartwout, Schout, plaintiff, vs. Cornelis Brantsen Vos, defendant. Plaintiff demands from defendant a fine of seventy-five gldrs., pursuant to judgment rendered by the Court on October 9, for violation of the ordinance of August 4, in that he worked in the field without permission and a convoy. Defendant admits having worked in the field without permission and a convoy, and also says that he had sufficient means of defense there.

After a proposition had been made to defendant to settle the fine with plaintiff, he answers he is not willing so to settle nor does he intend to pay anything, but purposes to bring the case before a higher court.

The Council of War and Commissaries condemn defendant to pay the full fine, pursuant to the judgment rendered by the Court and, as defendant shows himself obstinate and unwilling, that he be placed in confinement until he shall have paid the full fine.

Roelof Swartwout, Schout, plaintiff, vs. Jacob Joosten, defendant. Plaintiff demands from defendant a fine of seventy-five gldrs., pursuant to the judgment rendered by the Honorable Court on October 9, for violating the ordinance dated August 4, in that he worked in the field without permission and a proper convoy. Defendant admits his guilt, but says he must earn his living here or elsewhere.

The Council of War and Commissaries decide, for cause, to excuse defendant this time.

Roelof Swartwout, Schout, plaintiff, vs. Ariaen Huybertsen, defendant. Plaintiff demands from defendant a fine of seventy-five gldrs., pursuant to the judgment rendered by the Court on October 9, for violating the ordinance dated August 4, in that he worked in the field without permission and a convoy. Defendant admits having worked in the field without permission and a convoy, and also says that he had sufficient means of defense there. A proposition was made to defendant, to either pay the full fine or to settle with the Schout, but he answers he does not intend to pay the fine herein.

The Council of War and Commissaries condemn defendant to pay the full fine, pursuant to the foregoing judgment rendered by the Court on October 9.

Roelof Swartwout, Schout, plaintiff, vs. Harmen Hendericksen, defendant. Plaintiff demands from defendant a fine of seventy-five gldrs., pursuant to the judgment rendered by the Honorable Court October 9, for violating the ordinance dated August 4, in that he worked in the field without permission and a convoy.

Defendant admits he worked in the field without permission and a convoy, but adds that he had sufficient means of defense there, and requests the Captain Lieutenant to settle this case for him with plaintiff.

Roelof Swartwout, Schout, plaintiff, vs. Jan Gerretsen, defendant. Plaintiff demands from defendant a fine of seventy-five

gldrs., pursuant to the judgment rendered by the Honorable Court on October 9, for violating the ordinance dated August 4, in that he worked in the field without permission and a convoy. Defendant admits he worked in the field without permission and a convoy, but says he was working close by the guard house, and does not owe anything but intends to go higher up.

The Council of War and Commissaries order defendant to pay the full fine, pursuant to the judgment rendered by the Court on October 9.

Roelof Swartwout, Schout, plaintiff, vs. Antoni Crupel, defendant. Absent. Default.

Roelof Swartwout, Schout, plaintiff, vs. Henderick Hendericksen, defendant. Plaintiff demands from defendant a fine of seventy-five gldrs., pursuant to the judgment dated October 9, for violating the ordinance enacted August 4, in that he worked in the field without permission and a convoy. Defendant admits he worked without permission in the field, and says that Juriaen Westphael, who also appeared before the Honorable Court on October 9, and was sentenced by it to pay the full fine, made himself responsible for it, and has filed an appeal therein.

Roelof Swartwout, Schout, plaintiff, vs. Jan Willemsen, defendant. Absent. Default.

Roelof Swartwout, Schout, plaintiff, vs. Teunis Jacobsen, defendant. Plaintiff demands from defendant a fine of seventy-five gldrs., pursuant to the judgment rendered by the Honorable Court on October 9, for violating the ordinance dated August 4, in that he harvested without permission and a convoy. Defendant denies having been notified by plaintiff that he was to be fined, and says he knows nothing about it.

The Council of War and Commissaries order plaintiff to prove his demand.

Roelof Swartwout, Schout, plaintiff, vs. Aert Jacobsen, defendant. Plaintiff demands from defendant a fine of two hundred gldrs., pursuant to the judgment rendered by the Honorable Court on October 9, for a violation of the ordinance dated August 4, by himself, his son, his daughter and his farm hand, in that he harvested without permission and a convoy. The defendant insists upon an appeal.

Roelof Swartwout, Schout, plaintiff, vs. Jacob Jansen de lange, defendant. Plaintiff demands from defendant a fine of seventy-five gldrs., pursuant to the judgment rendered by the Court on October 9, for violating the ordinance dated August 4, in that he harvested without permission and a convoy. Defendant admits that he harvested without permission and a convoy, and says he does not intend to pay for doing so.

The Council of War and Commissaries condemn defendant to pay the above fine to plaintiff, pursuant to the judgment rendered October 9, and, as he shows himself obstinate and unwilling, that he be placed in confinement until he shall have paid the full fine.

Roelof Swartwout, Schout, plaintiff, vs. Aert Otterspoor, defendant. Plaintiff demands from defendant a fine of twenty-five gldrs., pursuant to the judgment rendered by the Honorable Court under date of October 9, for violating the ordinance dated August 4, in that he worked in the field without permission and a convoy. Defendant admits he worked in the field without permission and a convoy and says he is willing to settle with plaintiff.

Roelof Swartwout, Schout, plaintiff, vs. Henderick Jochemsen, defendant. Plaintiff demands from defendant a fine of twenty-five gldrs., for violating the ordinance dated August 4, in that he was in the field near the bridge, without permission and a convoy. Defendant admits he was at the bridge, as a sentry, as he with others present had to repair the bridge, but being unable to work because of a lame hand he therefore stood sentry for the laborers.

Whereas, the repairers of the bridge received permission from the Captain Lieutenant, the Schout's demand is refused.

Roelof Swartwout, Schout, plaintiff, vs. Ariaen Gerritsen, defendant. Absent. Default.

Roelof Swartwout, Schout, plaintiff, vs. Warnae Hoorenbeeck, defendant. Plaintiff demands from defendant a fine of twenty-five gldrs., for violating the ordinance of August 4, in that he harvested without permission and a convoy. Defendant refers himself to his mistress, because she represented him at the said session of October 23 [*sic*]. Plaintiff is ordered to summon her in this matter before the Court.

Roelof Swartwout, Schout, plaintiff, vs. Geertruyd Andriessen, defendant. Absent. Default.

The Schout, Roelof Swartwout, requests the Honorable Court to allow him execution in the matter of the judgment rendered by the Commissaries and Council of War on June 27, 1663.

The foregoing request of the Schout is granted by the Court here. Done at Wildwyck, this October 30, 1663.

Order to the Schout and Secretary.

Whereas, on October 23, 1663, Aeltje Claes appeared before the Honorable Court here in Wildwyck, and requested that the estate of Claesje Teunissen, deceased, be administered by the Honorable Court, which the Honorable Court agreed to do, it is therefore ordered that the individual, Roelof Swartwout, Schout, together with the Secretary, Mattheus Capito, repair to the house of the deceased Claesje Teunissen, there to make a proper inventory of the estate left by her, and, having done so, that they exhibit the same to the Honorable Court here.

Given at Wildwyck, this October 30, 1663.

Report on the foregoing.

On this 30th of October, in the afternoon we, Roelof Swartwout, Schout, and Mattheus Capito, Secretary, pursuant to the order of the Honorable Court here, repaired to the house of Aeltje Claes, for the purpose of taking an inventory of the estate left by Claesje Teunissen, deceased, and questioned Aeltje Claes and also the oldest daughter of the deceased, concerning the estate left. They answered us whether we were joking with them and whether we did not know that the Domine had arranged everything relating to this matter, and that if we wanted to know about it we ought to go to the Domine, who would undoubtedly give us information about the matter. Done at Wildwyck, on the above date in the year 1663.

(Signed) Roelof Swartwout, Mattheus Capito.

Whereas, Cornelis Barentsen Slecht has settled with the Schout Swartwout, for and on behalf of his servants, for violating the ordinance passed on August 4, last, by the Council of War and the Honorable Court, and he has made a request of the aforesaid Court that his servants be set at liberty, it is ordered that the same be granted to said Cornelis Barentsen Slecht, and his servants be

released from arrest and be permitted to return home. Done at Wildwyck, November 1, 1663.

(Signed) Marten Kregier.

Whereas Mr. Gysbert van Imbroeck nas settled with the Schout Swartwout, for the offence committed by Jacob Jansen in violating the ordinance of the Council of War and the Honorable Court made August 4, last, for which said Jacob Jansen has been placed by the Court in confinement, the said Mr. Gysbert van Imbroeck requests of said Court that the individual, Jacob Jansen, be discharged, to which the Court consents and discharges the said Jacob Jansen from his arrest for the present.

Done at Wildwyck, November 1, 1663.

(Signed) Marten Kregier.

Ordinary Session, held Tuesday, November 6, 1663.

Present: Roelof Swartwout, Schout; Albert Gysbertsen, Tjereck Claesen de Wit, Gysbert van Imbroeck, Thomas Chambers, Commissaries.

Eechtje Gerrets, plaintiff, vs. Christiaan Nissen romp, defendant. Plaintiff demands that defendant return to her a cushion of which she shows a duplicate to the Court, having taken from the clothes line at defendant's home a pillow case which she says is hers and which she shows to the Honorable Court.

Defendant says that plaintiff took said pillow case from the clothes line at his house, and requests that she return the same to him. Defendant further denies having a pillow and a pillow case belonging to plaintiff, and says that plenty of goods resemble each other without being owned by the same party.

Plaintiff, having been asked whether she would declare under oath that the pillow is in possession of defendant, answers "Yes." Defendant refuses plaintiff's oath, as he does not consent to her taking one, but requests that she prove that he has a pillow and pillow case belonging to her.

The Honorable Court orders plaintiff to prove that defendant has a cushion belonging to her.

Tjereck Claesen de Wit, curator of the estate left by Willem Jansen Seba, plaintiff, vs. Cornelis Barentsen Slecht, defendant.

Plaintiff requests that defendant make an explanation to the Court and render an account, in the matter between him and Willem Jansen Seba, for which he received an extension of fourteen days on October 23, last.

Defendant answers that the Consistory has enjoined him against rendering an account to the Honorable Court here, in the matter of Willem Jansen Seba.

Jacob Joosten, Village Messenger, being summoned before the Honorable Court and being asked whether, under directions from the Consistory, he has enjoined Cornelis Barentsen Slecht from rendering an account to the Honorable Court here, answers "Yes," and says he notified Cornelis Barentsen Slecht, on said directions, not to pay any bills for Willem Jansen Seba, and that, if he should do so, said payment would not be audited.

The Village Messenger having been sent by the Honorable Court to Domine Hermannus Blom and the Consistory to request them to please appear at the session of the Court, the said Domine answered that he could not attend to-day.

The Consistory, Albert Heymans, appeared, and was asked by the Honorable Court whether the Domine and the Consistory forbade Cornelis Barentsen Slecht and Juriaen Westphael to pay anything to any one for Willem Jansen Seba, deceased, and Hendrick Looman. He answered "Yes."

The Honorable Court resolves to refer this record to the Director General and Council of New Netherland.

Tjerek Claesen de Wit, plaintiff, vs. Evert Pels, defendant. Plaintiff requests an extension until the next session of the Court, as he has not yet ready the proofs he is to adduce against defendant.

The Honorable Court orders plaintiff to submit his proofs at its next session, or the Court will decide between the parties on their papers.

Paulus Paulusen, plaintiff, vs. Eva Swartwout, defendant. Plaintiff desires that defendant substantiate her charge that plaintiff stole twelve chickens.

Roelof Swartwout, representing his wife, Eva, the defendant, demands that plaintiff submit proofs.

The Honorable Court orders plaintiff to produce proof at its next session.

Roelof Swartwout, Schout, plaintiff, vs. Allert Heymans Roose, defendant. Plaintiff asks defendant for the documents demanded of him at the last session of the Court. Defendant submits his answer in writing, which literally reads as follows: Anno 1663, October 23. I was standing in the street near the guard house looking at the people going out, and then asked Tjerek Claesen how many horses would go along with the expedition against the savages, to which Tjerek answered, "sixteen;" whereupon I replied, "There are not as many farmers, unless double farms like those of Tomas Aert, Aert Jacobsen and your own furnish two." Whereupon he said, "Well, farmer, you pay rather much attention to me; well, you did not do so much in the expeditions pursuant to the ordinance, for you rather stood on one wagon with two in it, and I alone on one. Ho, farmer, you lie, I have done as much as you." Thereupon, I answered, "Thus you give the lie to your own ordinance. It is not right." For these words, Mr. Gysbert comes and makes complaint.

(Subscribed) Alaerdt Heymansz Roose.

This matter, on the votes of three Commissaries, is, for cause, referred, for decision, to the Director General and Council of New Netherland.

Roelof Swartwout, Schout, plaintiff, vs. Allert Heymans Roose, defendant. Plaintiff alleges that defendant challenged a member of the Court when sitting in the Council of War at the house of Thomas Chambers, July 7, concerning two Wappinger savages, saying, "If there is anyone at this meeting who is a friend of these savages, I dare him to come outside."

Defendant denies this, and requests a copy of the record.

The Honorable Court orders plaintiff, at next session, to prove his charge.

Tjerek Claesen deWit requests the Honorable Court at Wildwyck to allow him to use, as a garden, the place outside of the retracted curtain wall, up to the place of the old removed curtain wall, lying east of petitioner's lot and west of the lot of Aert Otterspoor.

The Honorable Court grants petitioner's request, subject to the approval of the Honorable Director General and Council of New Netherland.

On this November 13, 1663, this note was handed to the minister, Hermanus Blom:

Rev. Mr. Hermanus Blom.

Whereas, Aeltje Sybrants, wife of Mattys Roelofsen, was ordered by the Council of War and the Court of this village, on October 10, last, to pay a fine of one hundred gldrs., and one-third of said amount was set apart for the Church, the one-third part in wheat, being five and one-half schepels of wheat computed at six gldrs. per schepel, due you, is herewith sent to your Reverence.

Done at Wildwyck, this November 13, 1663.

(Signed) Marten Cregier.

(Beneath) By authority of the above named Court.

(Signed) Mattheus Capito, Secretary.

Ordinary Session, held Tuesday, November 20, 1663.

Present: Roelof Swartwout, Schout; Albert Gysbertsen, Thomas Chambers, Gysbert van Imboreh, Commissaries.

The Schout, Roelof Swartwout, presents this complaint against Tjerek Claesen de Wit, reading, according to his understanding, as follows:

Whereas, Aeltje Wygerts and Albert Gysbertsen have complained to me that on November 13, Tjerek Claesen, armed with a drawn knife, openly quarreled in his house, acting as if he wished to kill every man, woman and child, I therefore, on this complaint, inform the Court of the matter, and also decide to exclude him for the present from the Bench, until he shall have cleared himself of the charge, and shall have been declared cleared by the Honorable Court. The advice of the Commissaries is requested herein.

The Honorable Court orders that, whereas, Tjerek Claesen de Wit has already amicably settled the above matter with his accuser, Albert Gysbertsen, and they have come to an agreement regarding it, he shall remain away from the Bench until he shall have settled and adjusted this matter with the Schout.

Tjerek Claesen de Wit, plaintiff, vs. Evert Pels, defendant. Plaintiff produces a written certificate against defendant, signed

by Harmen Jansen and Aert Teunissen, dated November 19, 1663. Defendant wants the witnesses to appear, and desires them to affirm their deposition under oath. He also offers, if the attestors affirm the aforesaid declaration under oath, to pay for the killed pig, and will also sue for damage caused by the pigs to his corn.

The Honorable Court orders plaintiff to produce the aforementioned attestors in Court, at the next session, to affirm their declaration there under oath.

Tjerek Claesen deWit, plaintiff, vs. Albert Gysbertsen, defendant. Plaintiff demands that defendant, on his default of payment for land sold him, return the land, the time for payment having expired in the month of April, 1663.

Defendant replies that plaintiff has not delivered a deed of the land to him, and that he will pay plaintiff after the deed has been executed to him, as he has made part payment thereon to the plaintiff.

The Honorable Court orders defendant to pay plaintiff the remainder of the money due for the land, plaintiff to deliver to defendant a perfect deed and conveyance of the land.

Paulus Paulussen, plaintiff, vs. Eva Swartwout, defendant. Plaintiff requests that defendant furnish proof, pursuant to his complaint of November 6, and produces as his witnesses, Gerret Fooken and Pieter Cornelissen, who depose that they did not personally hear that plaintiff stole twelve chickens from her, but that they heard that she said, while plaintiff chased a hen out of the barn, "Whoever would do the one would also do the other."

The Honorable Court orders plaintiff to bring better proof, by a written declaration.

Tjerek Claesen deWit files with the Court an inventory of the estate left by his brother-in-law, Jan Albertsen van Steenwyck, made November 14, 1663, and requests that, besides him, a curator of the said estate and a guardian of the minor children be appointed.

The Honorable Court decides that, whereas, Domine Harmanus Blom, and the Consistory, Allert Heymans Roose, have, through the Village Messenger, forbidden the rendering of an account of the aforementioned estate, to the Honorable Court, and whereas

this matter has not yet been decided, the petitioner must therefore wait until a decision shall have been rendered by the Supreme Magistrates, when he will then receive aid.

On November 26, 1663, Tjerek Claesen de Wit appeared before the Honorable Court here, and again filed with it the inventory of the estate left by Jan Alberse van Steenwyck, made November 14, last, with the further request that the Honorable Court please appoint, besides him, a curator of the aforementioned estate and a guardian of the minor children, because at the last session (as the Court had declined to have said estate administered by it), the appearer was referred to Domine Blom and the Consistory, Allert Heymans, and though he went to them, they again referred him to the Honorable Court here, saying, after having read the aforesaid inventory, that they did not want to have anything to do with the estate, as there were heirs.

The Honorable Court, by a majority of votes, decides to appoint and hereby appoints, besides the appearer, Evert Pels as curator for the estate left by Jan Albertsen van Steenwyck, and Hendrick Jochemsen as guardian of the minor children, for the purpose of administering the above estate according to law. Thus done at the session of Schout and Commissaries at Wildwyck, the day and year above mentioned.

The Commissary, Thomas Chambers, for reasons of his own, did not vote in the above case.

Ordinary Session, held Tuesday, December 4, 1663.

Present: Roelof Swartwout, Schout; Albert Gysberts, Thomas Chambers, Gysbert van Imborch, Commissaries.

Gysbert van Imborch, plaintiff, vs. Albert Gysbertsen, defendant. Plaintiff produces an account against defendant for the sum of one hundred and ninety-eight gldrs., in zeewant. Defendant admits the debt, and says he is willing to pay, and requests time.

Whereas, plaintiff refuses time for payment, defendant is ordered to satisfy him.

Eechtje Gerrets, plaintiff, vs. Christiaen Niessen romp, defendant. Both absent. Both in default.

Tjerek Claesen de Wit, plaintiff, vs. Jonas Rantsou, defendant. Plaintiff demands from defendant five schepels of wheat. Defendant answers he has an account against the plaintiff.

The Honorable Court orders both parties to produce written accounts at its next session.

Tjerek Claesen de Wit, plaintiff, vs. Cornelis Barentsen Slecht, defendant. Absent. Plaintiff refusing to pay thirty-six stivers towards the amount agreed to be paid for the Court room, none of the parties summoned by him will be admitted within.

Roelof Swartwout, Schout, plaintiff, vs. Tjerek Claesen de Wit, defendant. Plaintiff submits a written complaint against defendant relating to a former complaint before the Honorable Court on November 20, and demands in regard thereto that, as defendant did not settle with the Schout, plaintiff, for the offenses committed by him, he be punished by banishment and confiscation of his estate. Plaintiff also shows a certificate regarding the offenses committed by defendant, signed November 13, 1663 by Lambert Huybertsen and Pieter Hillebrants.

Defendant demands that the certificate be sworn to by the attestants, before the Honorable Court, and further says that Pieter Hillebrants, one of the attestants to said certificate, is his witness and consequently cannot be permitted by the Court to swear to the certificate.

Lambert Huybertsen and Pieter Hillebrants, having been summoned before the Honorable Court to swear to their certificate, are prepared to swear to the same, but their oath is prevented by defendant himself, who is not willing that they should take it before the Honorable Court.

The defendant requests the Court to allow him four days' time to adjust this matter with the plaintiff.

The Honorable Court grants defendant's request.

Roelof Hendricks, plaintiff, vs. Pieter Jacobs, defendant. Plaintiff demands from defendant the amount of forty-five schepels of wheat and seventeen gldrs., in zeewant, and shows defendant's obligation for the same, five schepels of wheat and one schepel of oats having been credited thereon. He demands payment of the balance.

Pieter Cornelissen, representing his partner, Pieter Jacobsen, admits the debt. Defendant is ordered to pay plaintiff the balance of the obligation.

Jurien Westphael asks to be allowed to appear before the Court and, having entered, requests the Honorable Court to administer the estate of Hendrick Jansen Looman, deceased, as he is stabling a horse which belonged to the aforesaid Looman, and, winter being near at hand, this will cause great expense to the estate of the deceased.

The Honorable Court resolves that, as Domine Blom and the Consistory forbade Jurien Westphael, the appearer, and other [representatives of] devoluted estates from rendering an account to the Court, as stated to this Honorable Court on November 6, last, by the Consistory Allert Heymans Roose, Domine Hermanus Blom and the Consistory, Allert Heymans, must legally remove the injunction from the estates, and that, after such removal, the appearer will be aided by the Honorable Court.

Tjerek Claesen de Wit, appearing before the Honorable Court requests that justice be done him in his case against Albert Gysbertsen, and that therefore his appeal from the said judgment rendered November 20, last, be entered.

The Honorable Court resolves, after plaintiff requested permission to appear and had had his opponent, Albert Gysbertsen, summoned to appear before the Court, as shown by the Court Messenger's record, that plaintiff's request be refused, for the reasons heretofore mentioned, in that he is not willing to do the proper thing about the Court room, for which he himself voted, and that he has forbidden several parties summoned by him, to appear with him before the Honorable Court, and also because he himself has neglected the appeal.

Regarding the undated letter brought to the Honorable Court by the Court Messenger, signed by the Rev. Mr. Hermanus Blom, by the authority of the Consistory, containing a request for a copy of a previous letter sent to him and which he had returned to the Honorable Court refusing the request therein contained, the Honorable Court deems it therefore unnecessary to return again the copy asked for by his Reverence for the purpose of renewing the request.

Evert Pels, having requested to be admitted, demands of the

Honorable Court, after Tjerck Claesen deWit had summoned him four times before the Court and did not himself even appear the fourth time, that costs may be awarded to him by the Honorable Court, to be paid by Tjerck Claesen deWit, and also further makes claim for the damage done last summer by Tjerck Claesen deWit's pigs to the corn on appearer's land.

The Honorable Court decides that the appearer shall, at its next session, present to it a written demand herein against his party, Tjerck Claesen deWit.

Arent Teunissen asks the Honorable Court for a lot in the village of Wildwyck, as he intends to take up his abode here.

The Honorable Court will determine upon a vacant spot for him in the village of Wildwyck.

The Honorable Court agrees to the proposition made by the Ensign, Cristiaen Niessen, dated December 3, 1663, and to the resolution relative thereto passed by the Council of War, concerning the setting up of new and renewing of the old palisades around the village of Wildwyck, within three days, and agrees to the same and will attend to its duty in the matter and notify the inhabitants thereof through the Village Messenger. If any damage occurs to any of the inhabitants in the meanwhile because of the erection, or if, through the Ensign and Council of War, expenses should be incurred, the Honorable Court will come to their assistance, so as to reimburse their expenses.

Ordinary Session, held Tuesday, December 18, 1663.

Present: Roelof Swartwout, Schout; Tjerck Claesen deWit, Thomas Chambers, Gysbert van Imborch, Commissaries.

Mattheus Capito, Secretary, plaintiff, vs. Jacob Joosten, Court Messenger, defendant. Plaintiff prays the Honorable Court that, whereas, he has not as yet received from the defendant, the Court Messenger, one-half of the fees for summonses, as is the custom in New Netherland, and the defendant has refused and still refuses the same to him, the Honorable Court be pleased to act in this particular.

Defendant answers he is not willing to give the Secretary one-half of the fees for summonses.

The Honorable Court finds in favor of plaintiff, and orders defendant to give up to the Secretary, at each session of the Court, one-half of the fees for summonses.

The foregoing having been read to the defendant, he again answers that he is not willing to pay the Secretary one-half of the fees for summonses.

Jan Broersen, plaintiff, vs. Ariaen Gerretsen, defendant. Plaintiff demands from defendant five and one-half schepels of wheat, due for wages for work done on the barn of the Noble Lord Director General, and says defendant set him to work. Defendant denies he set plaintiff to work.

The Honorable Court orders plaintiff to prove, at its next session, that defendant set him to work.

Albert Gerretsen, plaintiff, vs. Ariaen Gerretsen, defendant. Plaintiff says that defendant set him to work on the barn of the Noble Lord Director General and that he earned at the said work nine schepels of wheat, of which three schepels have been paid. He also demands from defendant a sack which he loaned him to receive grain in.

Defendant denies having set plaintiff to work, but promises to return the sack.

The Honorable Court orders plaintiff to prove, at its next session, that defendant set him to work.

Albert Gerretsen, plaintiff, vs. Annetje Tacks, defendant. Plaintiff demands from defendant, under a contract dated December 16, 1662, payment of the amount of three hundred and thirty-eight guilders, heavy money, payable in grain, according to the contract aforesaid. Defendant admits the debt, and that she has paid on the same the value of eight schepels of wheat and five schepels of peas.

The Honorable Court orders defendant to pay plaintiff, pursuant to her admission and obligation.

Tjerek Claesen deWit, plaintiff, vs. Jonas Ranstou, defendant. Plaintiff demands from defendant payment of the amount of five schepels of wheat. Defendant says he owes plaintiff four and one-half schepels of wheat, and that plaintiff has attached nineteen guilders, in seewan, with Christiaen Andriesen the soldier.

The Honorable Court orders defendant to prove he did not receive the attached nineteen guilders, in seewan, from Christiaen Andriesen.

Henderick Jochemsen, plaintiff, vs. Albert Gysbertsen, defendant. Absent. Default.

Henderick Jochemsen, plaintiff, vs. Aert Martensen Doorn, defendant. Plaintiff demands from defendant the amount of two hundred and ninety-nine guilders, sixteen stivers, as per obligation signed by Jacob Jansen Stol, deceased, upon which forty-six guilders have been paid, leaving a balance of two hundred and fifty-three guilders, sixteen stivers, to be paid in wheat, at three guilders per schepel.

Geertuyd Andriesen, wife of Aert Martensen Doorn, admits the debt, and promises to pay plaintiff in installments, as she is indebted to others besides him.

The Honorable Court orders defendant to pay plaintiff.

Echje Gerrets, plaintiff, vs. Christiaen Niessen romp, defendant. Plaintiff submits proofs against defendant that her pillow is in his hands, the proofs, dated November 20, 1663, being signed by Magdalena Dirricks and Willem van Vredenburg.

Defendant says that the certificate signed by Magdalena Dirricks is false, and wants both certificates confirmed under oath. He further says that his wife's words, uttered while sick and delirious, cannot be received.

The Honorable Court orders plaintiff to produce the attestants in Court, at its next session.

Evert Pels, plaintiff, vs. Juriaen Westphael, defendant. The matters between the parties remaining unsettled, the Honorable Court notifies them that they will receive a special hearing tomorrow, and that their papers will be examined at such place as they may agree upon.

Tomas Chambers, plaintiff, vs. Roelof Swart, Cornelis Barendsen Slecht, and Jan Jansen van Amersfort, guardians of the minor children of Mattys Jansen, deceased, defendants. Plaintiff prays that he may be legally released from the lease of the lands hired by him from the guardians, or defendants, as he cannot utilize them in these troublous times.

Roelof Swartwout and Cornelis Barentsen Slecht request an extract of the application, as Jan Jansen Amersfort, the third guardian, is now absent, and ask time to answer.

The Honorable Court allows defendants until its next session to answer the application.

Thomas Chambers, the Commissary, Captain of the Burghery, intends, after Christmas, to organize, muster and officer the Burghery, because some of the petty officers have died, and some have entered the service of the Honorable Company. He requests the determination of the Court thereon.

The Honorable Court grants the aforesaid request of the above named Captain of the Burghery.

Jacob Boerhans, Collector, will please pay to Jacob Joosten, Court Messenger, fifty guilders, in seewan, out of the excise on wines, and credit his account.

Wildwyck, this December 18, 1663.

The Reverend Consistory, in answer to the Court's note of November 4, Sunday, sent to it through Juriaen Westphael, by order of the Honorable Court, replies that it is really astonished that the Honorable Court meets on Sunday, as there are enough other days in the week, and this is the reason why the Magistrates' pew in the Church is vacant Sunday morning and afternoon, and that the Consistory cannot legally release the estates because they came to it ecclesiastically (not that it was seized by the Consistory, as the Honorable Court dares falsely to assert in its note), and consequently it cannot, under the circumstances, release the same. (Below was written) In the name and by the authority of the Reverend Consistory. (Signed) Hermanus Blom. (In the margin) December 18, 1663, at Wildwyck.

Jacob Joosten, Court Messenger, gives notice of appeal in the case between him and the Secretary, Mattheus Capito, decided December 18, last. Dated December 27, 1663.

Extraordinary Session, held Thursday, December 27, 1663.

Present: Marten Cregier, Captain Lieutenant, President: Mattheus Capito, Provisional Schout; Albert Gysberts, Tjerek Claesen de Wit, Thomas Chambers, Gysbert van Imborch, Commissaries.

Marten Cregier, Captain Lieutenant, in the name of the Noble Lord Director General, P. Stuyvesant, plaintiff, vs. Juriaen Westphael, defendant.

Plaintiff demands from defendant the remaining debts due to the Noble Lord Director General Petrus Stuyvesant, amounting to ten hundred and four guilders, as per account, payable in winter grain, beaver's value, upon which there have been delivered one hundred and five schepels of oats, and requests a speedy payment thereof.

Defendant admits the debt, and says he is willing to pay.

The Honorable Court orders him to pay the aforementioned amount to plaintiff.

Tjerck Claesen deWit, plaintiff, vs. Roelof Swartwout, defendant. Absent. Default.

Albert Gerritsen, plaintiff, vs. Ariaen Gerretsen, defendant. Plaintiff demands from defendant the amount of six schepels of wheat for work done and earned on the house and barn of the Honorable Lord Director General, and produces as witness, pursuant to the order made by the Honorable Court December 18, last, Jan Broersen, who testifies he heard that Ariaen Gerritsen contracted with plaintiff for said work by the day, and that he promised plaintiff to pay him therefor.

Defendant admits he set him to work, and says he is willing to pay him if the Honorable Lord Director General will approve of it, as the repairs were made on his Honor's house.

The Honorable Court orders defendant to pay plaintiff the demanded six schepels of wheat, and that defendant recover from the lessor because the work was done on his house.

Mattheus Capito, Provisional Schout, vs. Juriaen Westphael, defendant. The Provisional Schout submits his demand in writing. It reads as follows:

Whereas defendant, Juriaen Westphael, on October 9, last, substituted himself for the below mentioned persons, his workmen, who violated the ordinance proclaimed and published on August 4, last, providing that no one, without permission and a proper convoy, should venture out to mow, cart, or do any other work, and were detected by the former Schout, Roelof Swartwout, my predecessor:

Antoni Crupel,	for	twice,	75 fl.
Henderick Hendericksen,	having	twice,	75 fl.
Jan Gerretsen,	violated	twice, and	75 fl.
Jacob Stoutenboreh,	the	once, having	25 fl.
Jan Broersen,	aforesaid	twice, been	75 fl.
Jacob Barents Cool,	ordin-	once, fined	25 fl.
Jan Jansen van Oosterhout,	ance	twice,	75 fl.

Amounting to a total of..... 425 fl.

say four hundred and twenty-five guilders, which the defendant was condemned to pay, and the defendant, on October 30, last, appeared before the Honorable Court, for the second time, for said persons, and was again ordered to pay the full amount of the fine, whereupon he gave notice of appeal;

The defendant is therefore asked by the Provisional Schout to show the Court forthwith what he has accomplished in his appeal to the High Court at the Manhatans, the appeal not having been received there. The Provisional Schout, plaintiff, concludes that the defendant, Juriaen Westphael, should be ordered to pay the aforesaid demands and fines, with costs, and that execution thereon issue.

Defendant hereupon says he can not answer, as the promises made to him in regard to harvesting his corn were not fulfilled, and says he has done nothing in the appeal.

The Honorable Court orders defendant to pay the above named fines, unless he agrees with the Schout upon a settlement.

Mattheus Capito, Provisional Schout, vs. Aert Jacobsen, defendant. The Provisional Schout submits a written demand which reads as follows:

Whereas, the defendant, Aert Jacobson, appeared on October 9, last, before the Honorable Court, with his son Gerret, his daughter, and his servant, Andries, he having with them violated the ordinance proclaimed and published on August 4, last, providing that no one should venture out to mow, cart, or do any other work, without permission and a proper convoy, and, through the Schout, Roelof Swartwout, my predecessor, fines were imposed on

The defendant, of 75 fl.

His son Gerret,	“ 75 fl.
His daughter,	“ 25 fl.
His servant Andries,	“ 25 fl.

amounting to a total of 200 fl., say two hundred guilders, which amount defendant was ordered to pay the aforesaid plaintiff, and the defendant having appeared for the second time before the Court on October 30, last, for himself and the aforementioned persons, regarding the aforesaid fines, gave notice of appeal; the defendant is therefore asked by the Provisional Schout, the plaintiff, to show forthwith what he has done in his appeal before the High Court at the Manhatans, the appeal not having been received there. The Provisional Schout, the plaintiff, concludes that the defendant, Aert Jacobson, should be condemned to pay the foregoing demands and fines, with costs, and that execution issue thereon.

Defendant answers that he did not prosecute the appeal.

The Honorable Court orders defendant to pay the above mentioned fines, unless he agrees with the Schout upon a settlement.

Evert Pels, plaintiff vs. Juriaen Westphael, defendant. Plaintiff demands from defendant the sum of three hundred and seventeen guilders, five stivers, and submits in proof several documents, and requests payment thereof with costs. Defendant requests that the documents be examined.

The Honorable Court decides that the papers and documents of both parties shall be examined, in the presence of the Provisional Schout, Mattheus Capito, by two members of the Court, Thomas Chambers and Gysbert van Imboreh, who are authorized to make such examination, and, if possible, to settle the matter, and, if they can not do so, to report in writing at the next Court.

Jan Broersen, plaintiff, vs. Ariaen Gerretsen, defendant. Plaintiff demands from defendant five and one-half schepels of wheat, for wages in helping to carry and carrying, and in other work done on the house of the Honorable Director General. Defendant says he paid plaintiff fourteen schepels of oats as wages.

The Honorable Court orders the parties to settle and liquidate their accounts between themselves, and one to pay what may be due the other.

Roelof Swartwout, retiring Schout, requests that, as Juriaen Westphael and Aert Jacobson, pursuant to the judgment rendered

for violating the ordinance of August 4, last, have not paid their fines, he, Swartwout, the appearer, may be permitted to himself exact said fines, and, in case no amicable settlement is made thereof, that compulsion may follow.

The Honorable Court decides that whereas, the Provisional Schout, Mattheus Capito, has summoned the unwilling persons, Juriaen Westphael and Aert Jacobson, to appear before it regarding said fines, as to which the Court has rendered judgment, the retiring Schout, Swartwout, and the incoming Provisional Schout, Capito, may divide said fines between themselves, or so much thereof as may be received under an amicable adjustment.

Allert Heymans appears before the Honorable Court, and requests that the minister, Hermannus Blom, be paid his salary, because, he says, the Consistory has made default thereon. He also shows the contract made between the minister and some of his congregation, dated March 4, 1661.

The Honorable Court decides that the contract, dated March 4, 1661, between the minister and some of his congregation, was entered into for the period of a single current year. For the remaining years still to come the congregation shall agree with the minister about his salary, to be on a reasonable basis, and they shall meet at the minister's convenience.

Albert Gerritsen shows the Court an extract from the minutes of December 18, 1663, against Annetje Tack, in reference to a sum of three hundred and eighteen guilders, heavy money. He has had three summonses served for the payment of said allowed claim, and requests that execution may issue for the same.

The Honorable Court orders the Provisional Schout, Mattheus Capito, to issue such execution.

Extraordinary Session, Saturday, December 29, 1663.

Present: Marten Cregier, Captain Lieutenant, President; Mattheus Capito, Provisional Schout; Albert Gysbertsen, Thomas Chambers, Gysbert van Imboreh, Commissaries.

Tjereck Claesen de Wit, plaintiff, vs. Roelof Swartwout, defendant. Plaintiff submits to the Honorable Court a petition in which he requests that defendant restore to him a horse which he

bought from, and for which he paid, defendant who removed it from the stable without plaintiff's knowledge. Plaintiff further submits a receipted account.

Defendant admits he verbally sold a horse to plaintiff, to be delivered and paid for within six weeks, the said horse to be at defendant's risk, and that, after the lapse of six weeks, plaintiff made no payment to defendant. Defendant also demands copy of the account submitted.

The Honorable Court orders plaintiff to furnish defendant with a copy of the account, and at the same time to adjust the same in the presence of the Provisional Schout, Capito, if possible, and, if not, to bring their case before the Honorable Court again at its next session, as usual.

Extraordinary Session, held Monday, December 31, 1663.

Present: Marten Cregier, Captain Lieutenant, President; Mattheus Capito, Provisional Schout; Albert Gysbertsen, Thomas Chambers, Gysbert van Imborch, Commissaries.

Whereas, the account between Tjereck Claesen deWit, plaintiff, and Roelof Swartwout, defendant, has been adjusted by the Honorable Court, which has found that Tjereck Claesen remains indebted to Roelof Swartwout for the purchased horse in twenty-four schepels of wheat, the Honorable Court therefore orders Roelof Swartwout to deliver the purchased horse to Tjereck Claesen deWit within ten days, the receiver to pay the balance of twenty-four schepels of wheat on receipt of the horse, which is to be at Roelof Swartwout's risk until its delivery and the receipt of the wheat, and if Roelof Swartwout can justly claim anything more as due from Tjereck Claesen, he may summon him to appear before the Court. Tjereck Claesen deWit is ordered to pay the costs herein.

Ordinary Session, held Tuesday, January 15, 1664.

Present: Mattheus Capito, Provisional Schout; Albert Gysbertsen, Tjereck Claesen deWit, Thomas Chambers, Gysbert van Imborch, Commissaries.

Henderick Jochemsen, plaintiff, vs. Albert Gysbertsen, defendant. Absent. Default.

Tjerek Claesen deWit, plaintiff, vs. Jonas Rantsou, defendant.
Absent. Default.

Mattys Roelofsen, plaintiff. Absent. Default. vs. Aert Martens Doorn, defendant.

Jan Broersen, plaintiff. Absent. Default. vs. Ariaen Gerretsen, defendant.

On January 21, the following note was handed to the minister, Hermanus Blom:

Rev. Mr. Hermanus Blom.

Whereas, on the evening of January 2, last, Paulus Cornelisen, Jacob Jansen, alias long Jacob, Cornelis Brantsen Vos, and Ariaen Huybertsen, came to an agreement with the Provisional Schout to pay, for the violations committed by them, the sum of one hundred and seventy guilders, in seewan, of which eight guilders are for costs, leaving one hundred and sixty-two guilders, one-third whereof is due to the Church, your Reverence will also receive thereby two schepels of wheat, besides seven schepels of wheat of last week, making in all nine schepels of wheat, reckoned at six guilders per schepel, forwarded on account of the Church at Wildwyck, being the legal one-third of one hundred and sixty-two guilders. Done at Wildwyck, this 21st day of January, 1664.

(Signed) Mattheus Capito.

Ordinary Session, Tuesday, January 29, 1664.

Present: Mattheus Capito, Provisional Schout; Albert Gysbert, Tjerek Claesen deWit, Thomas Chambers, Gysbert van Imboreh, Commissaries.

Mattheus Capito, Provisional Schout, in the name of Hermanus Blom, minister, plaintiff, vs. Juriaen Westphael, defendant. Plaintiff demands from defendant fl. 64:6:12, heavy money, the balance of the salary of the aforesaid minister, for the past years 1661 and 1662. Defendant admits the debt. The Honorable Court orders defendant to pay the above debt.

The Same, plaintiff, vs. Cornelis Barentsen Slecht, defendant. Plaintiff demands from defendant one hundred and eight guilders, heavy money, the balance of the salary of the aforementioned minister for the years 1661 and 1662. Defendant admits the debt.

The Honorable Court orders defendant to pay the above debt.

The Same, plaintiff, vs. Aeltje Claes, defendant. Absent. Default.

The Same, plaintiff, vs. Jan Lootman, defendant. Plaintiff demands from defendant ten guilders, heavy money, the balance of the salary of the aforesaid minister for the year 1662. Defendant denies the debt, saying that, as he is in the service of the Company, he is not obliged to contribute to the minister's salary.

The Honorable Court orders defendant to satisfy the aforesaid demand, because, though he is in the service of the Honorable Company, he is also domiciled here.

The Same, plaintiff, vs. Mattys Roelofsen, defendant. Plaintiff demands from defendant ten guilders, heavy money, the balance of the salary of the aforesaid minister for the year 1662. Defendant admits the debt.

The Honorable Court orders defendant to pay the above debt.

The Same, plaintiff, vs. Aert Martensen Doorn, defendant. Plaintiff demands from defendant fl. 17:2:4, the balance of the aforesaid minister's salary for the years 1661 and 1662. Defendant admits the debt.

The Honorable Court orders defendant to pay the above debt.

The Same, plaintiff, vs. Harmen Hendericks, defendant. Plaintiff demands from defendant fl. 19:6:8, the balance of the aforesaid minister's salary for the years 1661 and 1662. Defendant admits the debt.

The Honorable Court orders defendant to pay the above amount.

The Same, plaintiff, vs. Pieter Jacobs, defendant. Absent. Default.

The Same, plaintiff, vs. Allert Heymans Roose, defendant. Plaintiff demands from defendant eleven guilders, heavy money, the balance of the aforesaid minister's salary for the year 1662. Defendant admits the debt.

The Honorable Court learns that defendant owns a double lot. He must pay for the double lot twenty guilders, being in proportion to other single lots which must pay ten guilders, towards the minister's salary, and in addition one guilder, for aereage money.

The aforementioned balance amounts to twenty-one guilders, which he is ordered to pay, in heavy money.

The Same, plaintiff, vs. Jan Broersen, defendant,. Absent. Default.

The Same, plaintiff, vs. Jacob Barents Cool, defendant. Plaintiff demands from defendant the sum of ten guilders, heavy money, being the balance for the salary of the aforementioned minister for the year 1662. Defendant admits the debt.

The Honorable Court orders defendant to pay the above debt.

The Same, plaintiff, vs. Henderick Martensen, defendant. Plaintiff demands from defendant the sum of ten guilders, heavy money, balance of the aforementioned minister's salary for the year 1662. Defendant denies he is indebted for the minister's salary, and says that he is in the service of the Company, and therefore not obliged to contribute to the minister's salary. He further says that he has nothing to pay with, having been taken captive by the savages.

The Honorable Court orders defendant to pay the aforementioned demand, for, though in the service of the Honorable Company, he nevertheless has a house and lot here.

The Same, plaintiff, vs. Antoni Crupel, defendant. Plaintiff demands from defendant the sum of fl. 12:10, heavy money, being the balance of the minister's salary for the years 1661 and 1662. Defendant admits the debt.

The Honorable Court orders defendant to pay the foregoing debt.

The Same, plaintiff, vs. Jacob Boerhans, defendant. Plaintiff demands from defendant the sum of ten guilders, heavy money, being the balance of the minister's salary for the year 1662. Defendant says that during the troubles here his house was set on fire and he was not able to save anything from the house, and it is therefore impossible for him to pay.

The Court orders defendant to pay the aforesaid demand.

The Same, plaintiff, vs. Jan Jansen van Oosterhout, defendant. Plaintiff demands from defendant ten guilders, heavy money, being the balance of the minister's salary for the year 1661. Defendant admits the debt, and says that Albert Gysbertse undertook to pay the same for him in the year 1661.

The Honorable Court orders defendant to pay the aforesaid demand.

The Same, plaintiff, vs. Henderick Cornelissen lyendraejer [ropemaker], defendant. Plaintiff demands from defendant the sum of twenty-five guilders, heavy money, being balance of the minister's salary for the year 1662. Defendant admits the debt and says that twenty-four guilders, light money, were assigned to Cornelis Barentsen Slecht, and nine guilders, light money, to Albert Gysbertsen, totaling thirty-three guilders, light money.

The Honorable Court orders defendant to pay the aforesaid demand.

Mattheus Capito, Provisional Schout, in the name of the curators of the estate of Jan Albertsen van Steenwyck, plaintiff, vs. Jan Claesen deWit, defendant. Plaintiff demands from defendant, in his absence, for his guardians, the sum of two hundred and one guilders, light money, for goods bought from the estate.

Tjerek Claesen deWit, one of the guardians present, being one of the heirs of the aforesaid estate, offers himself as surety and principal for his brother Jan Claesen deWit, for the above mentioned amount, to secure any balance if his share be not sufficient, adding the guardian, Henderick Jochemse, as surety.

The Honorable Court decides that as Jan Claesen deWit is a co-heir of the estate of Jan Albertsen, the suretyship of his brother Jan [Tjerk] Claesen deWit, and of Henderick Jochemsen, the curators of the estate, be accepted for the said amount.

The Same, plaintiff, vs. Tjerek Claesen deWit, defendant. Plaintiff demands from defendant the sum of eight hundred and fifty-two guilders, eleven stivers, light money, for goods bought from the estate of Jan Albertsen van Steenwyck.

Defendant admits the debt, and says that he is co-heir of the aforesaid estate, and offers to pay if his share should be less; he also offers as sureties for the aforesaid amount the curator Evert Pels, who is present, and the guardian, Henderick Jochemsen.

The Honorable Court decides that, as defendant is co-heir in the aforesaid estate, he shall furnish security for the aforesaid amount.

The Same, plaintiff, vs. Jan Barents Ameshof, defendant. Absent. Default.

The Same, plaintiff, vs. Ariaen Teunissen, defendant. Plaintiff demands from defendant the sum of sixty-four guilders light money, for goods bought from the estate of Jan Albertsen. Defendant admits the debt.

The Honorable Court orders defendant to pay the aforesaid amount.

The Same, plaintiff vs. Ariaen Gerretsen, defendant. Absent. Default.

The Same, plaintiff, vs. Mattys Roelofsen, defendant. Plaintiff demands from defendant the sum of eight guilders, light money, for goods bought from the estate of Jan Albertsen. Defendant admits the debt.

The Honorable Court orders defendant to pay the aforementioned demand.

The Same, plaintiff, vs. Dirrick Hendericks, defendant. Absent. Default.

The Same, plaintiff, vs. Cornelis Barentsen Slecht, defendant. Plaintiff demands from defendant the sum of one hundred and thirty-one guilders, ten stivers, light money, for goods bought from the estate of Jan Albertsen, two hundred and eight guilders, ten stivers, light money, for one-half of the lot purchased from him for and on account of Jeronimus Ebbingh, for which he is surety, together amounting to three hundred and forty guilders, light money. Defendant admits the debt.

The Honorable Court orders defendant to pay the aforesaid demand.

The Same, plaintiff, vs. Jacob Jansen, alias long Jacob, defendant. Absent. Default.

The Same, plaintiff, vs. Lambert Huybertsen, defendant. Plaintiff demands from defendant the sum of forty-three guilders, ten stivers, light money, for goods bought from the estate of Jan Albertsen. Defendant admits the debt, and requests fourteen days' time.

The Honorable Court allows defendant fourteen days' time to pay the aforesaid amount.

Christiaan Niessen, in the name of the Honorable Lord Director General, Petrus Stuyvesant, plaintiff, vs. Juriaan Westphael, defendant. Plaintiff demands from defendant, for the Hon-

orable Director General aforementioned, payment of the sum of ten hundred and four guilders, heavy money, beaver's value, being an old balance due for rent and otherwise, and requests that, as he has attached all his goods, no corn be permitted to leave defendant's house until he shall have paid the Lord General. Defendant admits the debt, but says he has a counter claim for a portion.

The Honorable Court orders the attachment to continue, and that defendant shall pay plaintiff, before any other of his creditors.

Christiaen Niessen, in the name of the Honorable Lord Director General, Petrus Stuyvesant, plaintiff, vs. Ariaen Gerretsen, defendant. Absent. Default. Plaintiff says he attached defendant's property, and gives notice thereof.

The Honorable Court agrees and declares said attachment is valid.

Hendrick Jochemsen, plaintiff, vs. Albert Gysbertsen, defendant. Plaintiff presents an account against defendant for forty-four guilders, two stivers, in light money, for the wages of, and expenses incurred by, his son, and for sixty schepels of oats on account of Frans Pieterse, which he attached March 28, 1662. Defendant admits the debt.

The Honorable Court orders defendant to pay plaintiff the above amount.

Evert Pels, plaintiff, vs. Aert Martensen Doorn, defendant. Plaintiff demands from defendant payment of the sum of two hundred and fifty-six guilders, heavy money. Defendant denies the debt and answers he has a counter claim.

The Honorable Court orders the parties to adjust their accounts, and, if they cannot do so, that each party shall submit his claim in writing at the next session of the Court.

Mattys Roelofsen, plaintiff, vs. Pieter Hillebrants, defendant. Absent. Default.

Mattys Roelofsen, plaintiff, vs. Ariaen Gerretsen, defendant. Absent. Default.

Mattys Roelofsen, plaintiff, vs. Aert Martensen Doorn, defendant. Plaintiff demands from defendant payment of thirty-one schepels of wheat. Defendant admits the debt, and requests plaintiff to allow him three weeks' time.

The Honorable Court grants defendant the requested time.

Mattys Roelofsen, plaintiff, vs. Rut Albertsen, defendant. Absent. Default.

Tjerek Claesen deWit, plaintiff, vs. Jonas Rantsou, defendant. Plaintiff again demands from defendant five schepels of wheat, as already demanded in this Court on December 18, 1663. Defendant says that plaintiff attached nineteen guilders which were with Christiaen Andriesen, and, as the latter is dead, defendant requires plaintiff to make oath whether he has not received it, and then offers to pay to plaintiff four and one-half schepels of wheat which he admits he owes him.

The Honorable Court orders plaintiff to declare under oath that he did not receive the nineteen guilders from Christiaen Andriesen, nor in any other manner to be out the said nineteen guilders. Defendant is ordered, if the oath is taken, to pay plaintiff four and one-half schepels of wheat. The plaintiff declines to make oath.

Nicolaes Goselingh, plaintiff, vs. Ariaen Gerretsen, defendant. Absent. Default.

Nicolaes Goselingh, plaintiff, vs. Aert Martensen Doorn, defendant. Plaintiff demands from defendant two schepels of wheat. Defendant admits the debt.

The Honorable Court orders defendant to pay plaintiff.

Jan Pietersen Muller presents to the Honorable Court a power of attorney from Wouter Albertsen, residing at Fort Orange, to collect from the estate of Willem Jansen Seba, deceased, a quantity of nine schepels of wheat. He, at the same time, shows the obligation of Willem Jansen Seba, and requests payment out of the sold property of Willem Jansen Seba, deceased.

Ordinary Session, Tuesday, February 12, 1664.

Present: Mattheus Capito, Provisional Schout; Albert Gysbertsen, Thomas Chambers, Gysbert van Imborch, Commissaries.

Mattheus Capito, Provisional Schout, plaintiff, vs. Thomas Chambers, defendant. Plaintiff presents a petition regarding a quarrel with Paulus Cornelissen, which occurred in the house of Mr. Gysbert van Imborch, and states that they came to blows. He asks that defendant be condemned therefor to pay a double fine of one hundred guilders, he being a judge, in whom this is unseemly.

Defendant admits having used his fist once, and leaves the matter to the Honorable Court.

The Honorable Court having seen the Schout's complaint, and that not more than one blow was struck, condemns defendant to pay a fine of twelve guilders, to be duly applied.

Mattheus Capito, Provisional Schout, plaintiff, vs. Paulus Cornelisen, defendant. Plaintiff presents a petition showing that, at the house of Gysbert van Imborch, defendant came to blows over a dispute with Thomas Chambers, and requests that the defendant be condemned therefor to pay a fine of fifty guilders. Defendant says he does not know anything about this.

The Honorable Court orders plaintiff to bring proof at its next session.

Mattheus Capito, Provisional Schout, plaintiff, vs. Mattheu Blanchan, defendant. Plaintiff demands a fine of fifty guilders from defendant because, after the second beating of the drum, he churned some milk on the day of fasting and prayer. Defendant answers that the drum beat only once, and that he had no milk for his calf, and he never in his life did this before.

The Honorable Court, having examined the Schout's complaint and the answer of the defendant, orders defendant to pay six guilders, one-half for the Church.

Mattheus Capito, Provisional Schout, in the name of the minister Hermanus Blom, plaintiff, vs. Aeltje Claesen, defendant.

Plaintiff demands the sum of ten guilders, heavy money, from the defendant, being the balance of the minister's salary for the year 1662. Defendant answers that the building lots should be exempt, she having paid for her land.

The Honorable Court orders defendant to pay the aforesaid demand, because no money was taken from her for her land in the year 1662, but only for the building lots.

The Same, plaintiff, vs. Pieter Jacobsen, defendant. Second default.

The Same, plaintiff, vs. Jan Broersen, defendant. Plaintiff demands from defendant the sum of twenty guilders, heavy money, being the balance for the minister's salary for the years 1661 and 1662. Defendant admits the debt, but says that Albert Gysbertsen

undertook to pay ten guilders, heavy money, in 1661. He further says he is not able to pay this year.

The Honorable Court orders defendant to pay the aforesaid demand, and that he may commence suit against Albert Gysbertsen on his claim.

Mattheus Capito, Provisional Schout, in the name of the curators of Jan Albertsen van Steenwyck, plaintiff, vs. Ariaen Gerretsen, defendant. Second default.

The Same, plaintiff, vs. Dirrick Hendericksen, defendant. Second default.

The Same, plaintiff, vs. Tomas Hermensen, defendant. Absent. Default.

Walran duMont, plaintiff, vs. Lambert Huybertsen, defendant. Plaintiff demands from defendant sixty guilders, heavy money for one year house rent, and twenty-seven guilders, heavy money, for smithing. Defendant presents a counter claim amounting to one hundred and one guilders, ten stivers, heavy money.

The Honorable Court orders that defendant, having occupied only one-half of the house, shall pay plaintiff forty guilders, heavy money, for one year's house rent, and also the twenty-seven guilders, heavy money, for smithing, making in all sixty-seven guilders, heavy money, and then that plaintiff shall pay defendant thirty-four guilders, ten stivers, heavy money, being the balance of defendant's counter claim.

Evert Pels, plaintiff, vs. Aert Martensen Doorn, defendant. Plaintiff presents his whole account against defendant for the sum of five hundred and forty-one guilders, seventeen stivers. Defendant shows a counter claim still incomplete.

The Honorable Court orders parties to go to good men, namely, Allert Heymans Roose and Cornelis Barentse Slecht, to adjust the accounts on both sides, if possible, and, if not, to again refer to the Court.

Aert Martensen Doorn, plaintiff, vs. Cornelis Barentsen Slecht, defendant. Plaintiff demands from defendant fifty guilders, heavy money, being his share of the salary of the former Reader, Andries Vandersluys, five sieves and five reels and two winnowing baskets, received from his predecessor, Jacob Jansen Stol, deceased. Defendant answers he does not know whether he

paid the above debts, as he settled accounts with his predecessor.

The Honorable Court orders parties to settle their accounts.

In regard to the request of the Ensign, Christiaen Niessen, made to the Honorable Court, in reference to paying the woodchoppers, builders and carters of the palisades for filling in the open spaces between the palisades near Cornelis Barentsen Slecht's and the main guard house, the Collector, Jacob Boerhans, is ordered, out of the excise money, to pay to the Ensign aforenamed the sum of forty-one schepels of wheat.

Done at Wildwyck, this February 12, 1664.

Petition or request of the Reverend Consistory to the
Honorable Magistrates of this place.

The Reverend Consistory here, for the sake of their office and for conscience' sake, request, with due submission, of the Honorable Magistrates of this place, that the public, sinful and scandalous Bacchanalian days of Fastenseen*, coming down from the heathens from their idol Bacchus, the God of wine and drunkenness, being also a leaven of popery, inherited from the pagans, which the Apostle, in 1 Cor. 5, admonishes true Christians to expurge, may, while near at hand, be proscribed in this place by your Honors, by proper ordinances, while we admonish against and publicly reprehend those abominations, so that through God's grace and blessing we shall mutually have done our duty, and we may thereby do some good for this place and its inhabitants, their bodies as well as their souls,—the more so as we are passing through such woeful times of God's judgment over us in this place, inflicted because of our sins—and so that we may not, through such scandalous sins of Fastenseen, and sinful doing, continue to irritate the Lord and still further call down his judgments upon us, for we are still under his rod, and his sword of war still threatens us yet more to try the land and its inhabitants. And shall then the inhabitants be gay in their sins, while the land mourns, and we are called on every month to fast, to weep and to mourn? Joel 2. Therefore it is, that the Reverend Consistory desire of the Honorable Court, that our prayer may be heeded and taken to heart, we being foster fathers of God's

* Shrove Tuesday or Mardi Gras

Church and congregation, so that thus sin and abomination may the more and more be banished from this newly developing community, to the glorification of God's name and the edification of this community, as well as the happiness and welfare of the place, upon which we must depend. In the meantime we commend you to God's keeping, and may He bless your office and persons.

Below was written, In the name of the Reverend Consistory. (Signed) Hermanus Blom. (In the margin) February 12, 1664, at Wildwyek.

To the petition or request of the Rev. Mr. Hermanus Blom and the Reverend Consistory to the Honorable Court, the following answer was given:

The Honorable Court will be glad to comply with said request, so far as its instructions permit.

The Honorable Court at Wildwyek hereby again admonishes the retiring Commissaries, to please make out their accounts of the village of Wildwyek, within two weeks, as they were also judicially ordered to do on May 22, 1663, the which has been hindered or delayed by the war, so that the Honorable Lord Director General, upon his arrival, may see the state of this place.

The Collector, Jacob Boerhans, is ordered, out of the excise on wine, to pay Aert Martensen Doorn forty-two guilders in seewan, light money, for room rent of the Honorable Court here, and to enter it in the accounts.

Done, this February 12, 1664.

Ordinary Session, Tuesday, February 26, 1664.

Present: Mattheus Capito, Provisional Schout; Albert Gysbertsen, Tjerek Claesen deWit, Tomas Chambers, Gysbert van Imboreh, Commissaries.

Tomas Harmense, plaintiff, vs. Albert Gysbertsen, defendant. Plaintiff demands from defendant a quantity of fifty schepels of wheat for assigned debts. Defendant admits the debt but says he is not able just now to pay.

The Honorable Court orders defendant to pay plaintiff's aforesaid demand.

Tomas Harmensen, plaintiff, vs. Aert Martensen Doorn, defendant. Plaintiff demands the sum of thirty-five guilders, in seewan, from defendant, for goods delivered, and for one and one-half days' wages. Geertruyd Andriesen, in the absence of her husband, the defendant, admits the debt.

The Honorable Court, except Thomas Chambers, orders defendant to pay plaintiff's aforesaid demand.

Thomas Harmensen, plaintiff, vs. Henderick Albertsen, defendant. Absent. Default. Plaintiff has attached four schepels of wheat of defendant's, in the hands of Cornelis Barentsen Slecht, and gives notice thereof.

The Honorable Court allows said attachment as valid.

Albert Gysbertsen, plaintiff, vs. Coenrad Ham, defendant. Absent. Default.

Tjerek Claesen deWit, plaintiff, vs. Evert Pels, defendant. Plaintiff demands from defendant two fimmen [or vimmen, plural of vim, the equivalent of a stack of 104 to 108 sheaves] of oats which he loaned defendant last winter. Defendant admits this, but says he has a counter claim against plaintiff.

The Honorable Court orders parties to liquidate their claims, or, otherwise, that defendant shall submit his counter claim to the Court at its next session.

Gysbert van Imboreh, plaintiff, vs. Tjerek Claesen deWit, defendant. Plaintiff demands the sum of one hundred and twenty-four guilders, nineteen stivers, in seewan, from defendant, as per account rendered, and also a quantity of eight schepels of wheat, for account of plaintiff's wife, for merchandise delivered. Defendant admits the debt, but also says that, during the war with the savages, he drove the savages from plaintiff's house.

The Honorable Court orders defendant to pay the aforesaid claim of plaintiff.

Gysbert van Imboreh, plaintiff, vs. Annetje Tacks, defendant. Plaintiff demands from defendant payment of two hundred and thirty-four guilders, eight stivers, in beavers, as per account rendered, allowed by the Schepens under date of December 21, 1662, among which are included twenty-six guilders, eight stivers, in beavers, for interest on two hundred and sixty-four

guilders, in beavers, and requests that the horse called "Blackie" [het Swartje] be sold, at her expense, under execution.

Defendant admits the debt, but says she is not able at present to pay plaintiff, as she already lacks bread, pork, meat, etc., in her household, and, further, that most of her crops were left on the field last harvest because of the war.

The Honorable Court, having requested defendant to furnish security, which she knows not where to obtain, and plaintiff not being willing to give her an extension, orders defendant to pay plaintiff's aforesaid demand.

Christiaan Niessen, substituted for the Honorable Lord Director General, Petrus Stuyvesant, plaintiff, vs. Ariaen Gerretsen, defendant. Plaintiff demands from defendant, according to obligation issued by him, due March next, payment of sixty schepels of wheat, of which thirty-four have been paid, leaving a balance of twenty-six schepels of wheat. Defendant admits the debt, and promises to pay plaintiff at the specified date.

Paulus Cornelisen, plaintiff, vs. Annetje Tacks, defendant. Plaintiff presents an account against defendant, amounting to two hundred and forty-one guilders, ten stivers, in seewan, and eight beavers, for money advanced and provisions sold and furnished to her last harvest. Defendant admits the debt.

The Honorable Court orders defendant to pay plaintiff the aforesaid amount.

Mattheus Capito, Provisional Schout, in the name of the curators of the estate of Jan Albertsen van Steenwyck, plaintiff vs. Tjerek Claesen deWit, defendant. Plaintiff demands from defendant security, as ordered by the Honorable Court, January 29, last, for goods bought from the estate of Jan Albertsen van Steenwyck, deceased, to the amount of eight hundred and fifty-two guilders, eleven stivers, light money, and requests that defendant be compelled to furnish the same.

Evert Pels, the curator, and Henderick Jochemsen, the guardian, also hereby request the Court to be discharged from their curatorship and guardianship, as they cannot agree with defendant who is a joint guardian. They further request, in case they be not discharged, that the Honorable Court please sustain them.

Defendant says he has not been unreasonable about furnishing security, and that last week, he, with the plaintiff and the curator, Evert Pels, called at the house of the guardian, Henderick Jochemsen, and this matter was not then arranged.

The Honorable Court decides that defendant, on his own account as well as of those for whom he became bondsman, shall furnish security for the full amount, satisfactory to the curator, Evert Pels, and the guardian, Henderick Jochemsen, and further orders the curator, Evert Pels, and the guardian, Henderick Jochemsen, to look more closely after the estate of Jan Albertsen van Steenwyck, so that no one shall be deprived of his rights.

The Same, plaintiff, vs. Ariacn Gerretsen, defendant. Plaintiff demands the sum of fifty guilders, light money, from defendant, for goods bought from the estate of Jan Albertsen van Steenwyck, and requests execution on non payment. Defendant admits the debt.

The Honorable Court orders defendant to satisfy plaintiff within twice twenty-four hours, and, in case of default, that execution against his property shall issue.

The Same, plaintiff, in the name of Hermanus Blom, minister, vs. Pieter Jacobsen, defendant. Plaintiff demands the sum of ten guilders, heavy money, from defendant, being the balance of the minister's salary during the year 1662. Defendant admits the debt, and promises to pay this week.

The Same, plaintiff, vs. Paulus Cornelisen, defendant. Plaintiff demands a fine from defendant, pursuant to previous summons. Defendant denies he fought with Thomas Chambers. Plaintiff adduces in evidence the acknowledgement of Thomas Chambers, and demands judgment thereon.

The Honorable Court orders plaintiff to submit proof.

Request of Hermanus Blom, minister.

I, the undersigned, once more and for the last time, request of the Honorable Court here (as I have even several times before this verbally requested at its sessions, yea, even the other day, through my Elder) to know, in writing, whether or not it intends to collect and pay me my salary, earned for religious duties

performed by me in this place for the congregaton; if yea, that it is already high time, and if not, that the Honorable Court be pleased to give me an apostile, so that, in due time, I may acquaint the Supreme Magistrates with it, and complain to them that the Honorable Court here does not, as in duty bound, follow the orders, received from the Supreme Magistrates, to collect my earned salary, and that it does not, through its political power, legally attend to and press the matter, and has not done so to date. The Lord Counsellors may thereby then see that the fault lies not alone with the congregation, but more so with the Court here. The Lord Counsellors will then well be able to judge how it comes that my salary has not been collected and paid to me, much less that it is not legally enforced and insisted upon. To which request, I, the undersigned, shall expect from the Honorable Court a written answer, to use at the proper time before the Lord Counsellors. Which complaint to the Supreme Magistrates, the Honorable Court can still prevent. I leave it to the judgment of the Honorable Court here itself whether it is not a sad and grievous thing that a minister of the Word of God is, as here, compelled, with such trouble and pains, to seek for, and request of and through the Court, his long since earned salary, the which has never been seen or heard of anywhere in Christendom.

February 26, 1664, at Wildwyek.

(Signed) Hermanus Blom.

Apostile on the above request: The Honorable Court will do its duty, as far as possible, to compel those reluctant, and those who, following their voluntary promise, are behind in their payment of the salary. Done at Wildwyek, this February 26, 1664.

Pursuant to the foregoing order, the Court Messenger is directed and ordered to remind the inhabitants of this place of the arrearage of the ministers salary, and also to admonish them, under pain of execution, to carry out their promises to pay the minister's salary for the year 1663. Wildwyek, this February 26, 1664.

Extraordinary Session, held Saturday, March 1, 1664.

Present: Mattheus Capito, Provisional Schout; Albert Gysbertsen, Tjerek Claesen deWit, Thomas Chambers, Gysbert van Imboreh, Commissaries.

The Honorable Court having seen and read the signed request of the Council of War, dated February 29, last, answers, first, that the severity of the winter season does not permit any digging of the ground to fill in vacant spaces with palisades, though the palisades obtained for this purpose lie here ready, and that the Honorable Court will do its duty by admonishing those on whose side the open spaces will have to be filled in, and also by taking care to have the gates properly closed. To the second request, concerning the issuance of orders to keep the inhabitants under arms, and to furnish a guard for the one post near Henderick Jochemsen's gate, the Honorable Court requests and orders the Captain of the Burghery, Thomas Chambers, to call the citizens to arms, and at the same time to properly man the one post aforesaid, with as little trouble as possible, and as he and his burgher Council of War shall think proper. Thus done in our extraordinary session at Wildwyck, this March 1, 1664.

The mark (x) of ALBERT GYSBERTSEN,
TIERCK CLASZEN DE WITT,
GYSBERT VAN IMBORCH.

Mr. Gysbert van Imborch has caused to be legally attached the wheat of Gerret Fookan, so that it may not be alienated until he shall have been paid, and gives notice of said attachment, this March 1, 1664.

Henderick Jochemsen has caused to be legally attached five schepels of wheat, in the hands of Pieter Cornelissen Molenaer [Miller], belonging to Abraham Stevensen, alias Crawaet, and gives notice of said attachment, this March 1, 1664.

The Honorable Court allows the validity of said attachment, this March 11, 1664.

Ordinary Session, Tuesday, March 11, 1664.

Present: Mattheus Capito, Provisional Schout; Albert Gysbertsen, Tjereck Claesen, Thomas Chambers, Gysbert van Imborch, Commissaries.

Jan Willemsen Hoochteyling, deacon, presented to the Honorable Court here an account showing that of the Church money one hundred and fifty-five guilders, three stivers, seewan, and from

the poor money, three hundred and fifty-nine guilders, in seewan, amounting together to five hundred and fourteen guilders, three stivers, seewan, have been expended for building the parsonage here, and thereupon asks where he can obtain payment thereof.

The Honorable Court decides that, as there is no money in the treasury, and the Commissaries have no authority to provide the means, the deacon be requested to give an extension until the arrival of the Honorable Lord Director General, for the purpose of then seeing by what means the above amount may be paid.

Mattheus Capito. Provisional Schout, plaintiff, vs. Evert Pels, defendant. Plaintiff demands the sum of twenty guilders, four stivers, in sewant, due for scrivener's wage from defendant for account of Juriaen Westphael, and says that defendant engaged him.

Defendant says that Juriaen Westphael must pay the expenses.

The Honorable Court orders defendant to pay the aforesaid demand to plaintiff, and that he may bring suit against Juriaen Westphael.

Evert Pels, plaintiff, vs. Juriaen Westphael, defendant. Plaintiff demands from defendant, as per signed obligation dated December 28, 1663, the amount of two hundred and sixty-two guilders, five stivers, heavy money, and also twenty guilders, four stivers, in seewan, for scrivener's wage, and two guilders, eight stivers, in seewan, for the Court Messenger. Defendant says he has nothing to say against the demand.

The Honorable Court orders defendant to pay plaintiff the aforementioned demand, after the attachment in behalf of the Lord Director General by Christiaen Niessen shall have been satisfied, said attachment having taken place on his Honor's own land.

Evert Pels, plaintiff, vs. Aert Martensen Doorn, defendant. Absent. Default.

Tjerek Claesen deWit, plaintiff, vs. Evert Pels, defendant. Plaintiff demands from defendant two fimmen [or vimmen, plural of vim, the equivalent of a stack of 104 to 108 sheaves] of oats which he loaned him last winter. Defendant answers that he ploughed three days for plaintiff, who replies that defendant ploughed two and one-half days for him, and produces Ju-

riaen Westphael who says that defendant on the first day worked about eight or nine hours in the field, and as to the other two days he can not say anything. Plaintiff further says that he again ploughed one and one-half days for defendant, but defendant says he ploughed one day.

The Honorable Court orders parties to adjust their dispute before two good men, or, otherwise, to again appear before the Court with their proofs and accounts.

Andries Pietersen van Leeuwen, plaintiff, vs. Cornelis Barentsen Slecht, defendant. Absent. Default.

Andries Pietersen, soldier, plaintiff, vs. Aert Martensen Doorn, defendant. Absent. Default.

Gysbert van Imborch, plaintiff, vs. Thomas Harmensen, defendant. Plaintiff demands from defendant four schepels of wheat, and to secure payment has laid an attachment therefor with Aert Martensen Doorn. Defendant admits owing him as aforesaid, and asks that the same be deducted from his wages for harvesting, and also presents divers accounts of eleven schepels of wheat and two schepels of peas, being wages for harvesting, six schepels of wheat and five schepels of wheat for guarding the shop of Annetje Tacks, and two schepels of peas for threshing. He also says that plaintiff, through the Schout, forbade him to thresh, whereupon he ceased, and thereupon on the following day plaintiff said, "Why don't you keep on threshing?"; that then he continued threshing and delivered the grain to plaintiff's loft. Further, that plaintiff promised him board, with others, in case Annetje Tacks refused him board. Plaintiff denies he forbade defendant to thresh, but had him forbidden to furnish grain to any one else than himself; whereupon the defendant answered that Annetje Tacks would not board him; thereupon plaintiff said that if she would not do so, he would.

The Honorable Court, having heard parties, finds, conformably to the judgment for plaintiff rendered October 23, 1663, that Annetje Tacks should neither use, decrease nor alienate any of the grain, without the knowledge and consent of plaintiff aforesaid, and that plaintiff must deliver to defendant six schepels of wheat for wages earned during harvest, and two schepels of peas for wages for threshing, and that he may deduct from defendant the

four schepels of wheat, and that defendant may claim the remaining five schepels of wheat from Annetje Tacks.

Gysbert van Imboreh, plaintiff, vs. Gerret Fooker, defendant. Plaintiff demands from defendant a quantity of thirty three and one-half schepels of wheat due him from defendant and his partner Jan Gerretsen, in which sum are included six schepels of wheat for shaving and doctor's bill for Jan Gerrets, for a whole year. He also demands from defendant himself two schepels of wheat for doctor's fee during his sickness after said time.

Defendant submits a receipt showing that he paid plaintiff sixteen and one-half schepels of wheat, and further says that he can not pay for his partner who was killed by the savages during the late troubles. He also claims damages from plaintiff for his outlays for wages and board, caused by plaintiff attaching his grain on March 1, so that he could not properly thresh it.

The Court, having heard the respective parties, decides that defendant shall, in accordance with the foregoing demand, pay plaintiff the just half of the goods received, and in addition the two schepels of wheat for doctor's fee for himself during his sickness, and that defendant has no claim against plaintiff for preventing him threshing, as he only attached the grain so that it could not be alienated.

Paulus Cornelisen demands from the Honorable Court the sum of one hundred and eight guilders in seewan, for bricks furnished for the parsonage. The Honorable Court answers that, as the books of the retired Commissaries have not yet been written up, it therefore does not know how much money there is in the treasury.

Paulus Cornelissen requests execution against Annetje Tacks under the judgment entered February 24, 1664, served by the Court Messenger after citation, summons and renewal. The Doorkeeper is directed to proceed with the execution.

The mark (x) of ALBERT GYSBERTSEN,
THOMAS CHAMBERS,
TIERCK CLASZEN DE WITT,
GYSBERT VAN IMBROCH.

Mattheus Capito, Provisional Schout, plaintiff, vs. Paulus Cornelissen, defendant. The Provisional Schout, Mattheus Capito, plaintiff, pursuant to the order of the Court that he submit proof,

submits, in addition to the previous admission of Thomas Chambers, a certificate signed by Sergeant Jan Peersen, reciting how the matter occurred and that the defendant came to blows with Thomas Chambers. Defendant answers that he does not know anything about it, and that he was drunk.

The Honorable Court orders defendant to settle with plaintiff, otherwise judgment will be rendered by the Court.

Mattheus Capito, Provisional Schout, again requests of the Honorable Court that, to enable him to be released by the curator Evert Pels and the guardian Henderick Jochemsen with respect to the auction sale, Tjerek Claesen deWit, as ordered February 26, last, be compelled, on his own account as well as for those for whom he became surety and guardian, to give security for the goods purchased and received by him from the estate of Jan Albertsen van Steenwyck.

The curator Evert Pels and the guardian Henderick Jochemsen also request, in addition, that Tjerek Claesen deWit, joint guardian, give security for the entire amount, on his own account as well as for those for whom he has become surety.

The joint guardian, Tjerek Claesen deWit, says that he is ready to give security for the goods received and purchased by him, and that the account presented by him should be accepted in reduction, but that he will not give bond for his brother Jan Claesen and his sister Amarens Claesen, as he is already bound. He adds that he was twice at Henderick Jochemsen's house to give security.

The plaintiff, and the curator, Evert Pels, say that it is true that they were at the aforesaid house with the joint guardian Tjerek Claesen deWit, but that Tjerek Claesen still did not produce any sureties.

The Honorable Court having learned that the curator Evert Pels and the guardian Henderick Jochemsen, without its knowledge, extended to May 1, of the current year, the time of Amarens Claesen to pay for the goods purchased from the aforesaid estate, and that they were also herein contented with the security given by her brother, Tjerek Claesen, who signed as principal bondsman, whereby the Honorable Court has been slighted with regard to its previous judgment rendered February 26, last, it is therefore hereby ordered that Tjerek Claesen deWit, within twice twenty-four hours,

give security on his own account for the goods purchased and received by him from the aforesaid estate, to be satisfactory to the curator, Evert Pels, and the guardian, Henderick Joehensen.

To the account presented by the Rev. Mr. Hermannus Blom, signed by Commissaries Evert Pels, Tjerek Claesen deWit, and Albert Gysbertsen, for moneys expended by his Reverence for materials and wages for the parsonage here, the Honorable Court answers: As there is no money in the treasury, his Reverence is therefore asked to wait until the arrival of the Honorable Lord Director General, for the purpose of then devising with his Honor the means whereby the said account may be paid.

Mr. Gysbert van Imboreh requests execution against Annetje Taeks, under the judgment rendered February 26, last, after service by the Court Messenger of citation, summons and renewal.

The Doorkeeper is directed to proceed with the execution.

The mark (x) of ALBERT GYSBERTSEN,
TIERCK CLASZEN DE WITT,
THOMAS CHAMBERS.

Mr. Gysbert van Imboreh, Commissary, asks the Court whether Gerret Fooken may dispose of the estate of his deceased partner, Jan Gerretsen, being the crops of the year 1663.

Mr. Gysbert van Imboreh gives notice that he will appeal from the judgment rendered against Gerret Fooken March 11. Done at Wildwyek, this March 12, 1664.

Deed by Jan Broersen and Jan Jansen van Oosterhout to
Thomas Chambers.

On March 21, of the year 1663, appeared before me, Mattheus Capito, Secretary of the village of Wildwyek, Jan Broersen and Jan Jansen van Oosterhout, who declare that they have deeded, ceded and conveyed, as they hereby deed, cede and convey, to Thomas Chambers, a parcel of land situate on the Esopus, below the village of Wildwyek, five morgens [about two acres each], two hundred and thirty rods, in extent, bounded on the north by the land of the children of Mattys Jansen, deceased, and on the south by the land of Mattheus Capito; all as given and granted to the aforesaid grantors by letters patent thereof dated April 25, 1663, and signed by the Director General and Council of New Netherland, to which aforesaid parcel of land, the said Jan Broersen and Jan Jansen van Ooster-

hout have not reserved to themselves any other right of action or claim, but have absolutely renounced and ceded the same for the use of the above named Thomas Chambers, agreeing that the aforesaid parcel of land shall be received by him, and that he may make the same use thereof as of all his other patrimonial possessions, save the Lord's right, in conformity with what is mentioned in the aforesaid letters patent; the aforesaid grantors, Jan Broersen and Jan Jansen van Oosterhout, promising never to revoke this deed and conveyance, nor in any manner, by themselves or anyone else, to do or cause to be done any act in derogation of the same, submitting their persons and estates, real and personal, present and future, nothing excepted, to the jurisdiction of all courts and judges. And these grantors, have personally signed hereunder in the presence of Albert Gysbertsen and Tjerek Claesen deWit, Commissaries of this village, witnesses hereto invited and requested.

Done at Wildwyck the day and year aforesaid.

The mark (x) of JAN BROERSEN, made by himself,
JAN JANSEN,

The mark (x) of ALBERT GYSBERTSEN, made by himself,
TIERCK CLASZEN DEWITT.

In my presence. To which I certify.

MATTHEUS CAPITO, Secretary.

Letter to the Lord Director General and Lord Councillors
of New Netherland.

Honorable Very Worthy Sirs:

As it is customary among well regulated governments to change magistrates every year, and the annual change of magistrates of this village occurs in the month of May, the Provisional Schout and the Commissaries of the village of Wildwyck have therefore noted the most honorable, suitable and able persons among the inhabitants of this village, and have made up a nomination, so that your Honorable Worships may select two out of the four mentioned below.

The nominated persons are the following: Jan Willemsen Hoochteylingh, Cornelis Barentsen Slecht, Aert Jacobsen, Henderick Jochemsen.

Concluding herewith, we commend your Very Honorable Worships, with our greetings, to God's protection, and remain

Your Very Honorable Worships'

Humble Servants,

(Signed) Mattheus Capito, the mark (x) of Albert Gysbertsen, Tjerek Claesen deWit, Thomas Chambers, Gysbert Van Imboreh.

Done at Wildwyek, this March 27, 1664.

On March 28 Jan Evertsen gives notice of an attachment by the Court Messenger at Aert Jacobsen's, having attached two brandy kettles belonging to Hester Douweszen, widow of Barent Gerretsen.

On March 29, Jan Pietersen Muller, under power from Wouter Albertsen Backer, at Fort Orange, gives notice of an attachment by the Court Messenger at Aert Jacobsen's, having attached five schepels of wheat of the wheat from the sale of the cows of Evert Prys.

We, the undersigned, Albert Gysbertsen and Gysbert van Imboreh, Commissaries of the village of Wildwyek, make known that there appeared before us Pieter Jacobsen van Holsteyn and Pieter Cornelisen, both partners, and inhabitants in the village of Wildwyek, who acknowledge that they really and truly owe to the worthy Nicolaes Meyer, merchant at the Manhatans, the amount of sixty-one schepels of good winter wheat, with four years' interest thereon, being ten per cent. annually, due in the month of November of this current year, on their promise to pay said sixty-one schepels of wheat, with four years' interest, in the month of November next, and to deliver the same to the aforesaid Nicolaes Meyer, at the Manhatans, free of expense and damage, and to have the same measured by the sworn City Measurer. And to carry out these presents, the appearers obligate themselves, and specially mortgage their mill, situated at Wildwyek, and they also, in general, submit their persons and goods, real and personal, present and future, nothing excepted, to the jurisdiction of all courts and judges. And the appearers, with us, have personally subscribed these presents.

Done at Wildwyck, this March 31, 1664.

The mark of (x) PIETER JACOBSEN, made by himself,

The mark of (x) PIETER CORNELISSEN, made by himself,

The mark of (x) ALBERT GYSBERTSEN, made by himself,

GYSBERT VAN IMBROCH.

In my presence. To which I certify.

MATTHEUS CAPITO.

I, Nicolaes d Meyer, acknowledge having received in all, from what is to be received on the foregoing, seventeen schepels of wheat, in part payment of the interest, say seventeen schepels of wheat.

NICOLAES D MEYER, 1664,

20 Nov.

We, the undersigned, Albert Gysbertsen and Tjerek Claesen deWit, Commissaries of the village of Wildwyck, make known that on this date appeared before us the worthy Juriaen Westphael, resident of Wildwyck, who acknowledges and declares that he is really and truly indebted to Mr. Nicolaes de Meyer, burgher and inhabitant of the city of Amsterdam in New Netherland, for the quantity of eighty schepels of good and pure winter wheat, twenty-eight schepels of oats, and six good whole merchantable beavers, together with thirty-three guilders, three stivers, in seewan, due for merchandise and goods delivered, with ten per cent. per annum interest thereon from July 9, 1663, to final payment. And he promises to pay the aforesaid sums in two installments, one-half on October 1, of the current year, and the other half on March 1, of the next year, 1665, with interest thereon, said amounts in grain and otherwise, as above mentioned, to be delivered at the Manhatans, without expense or damage. For the purpose of carrying out these presents, the appearer specially mortgages his land, situated below the village of Wildwyck, between the land of Thomas Chambers, across the Great Kill, and the land of Aert Martensen Doorn and the lot lying in Wildwyck near the lot of Albert Heymans Roose, on the one side, and next to the lot of Tjerek Claesen deWit, on the other side, being the appearer's whole lot, all of which he, the appearer, says is unencumbered and unrestricted, and also in general [he mortgages] his person and estate, real and personal, present and future, nothing excepted, submitting the

same to the jurisdiction of all courts and judges. And the appearer, with us, has thereupon personally signed these presents. Done at Wildwyek, this April 1, Anno 1664.

The mark of (x) JURIAEN WESTPHAEL, made by himself,

The mark of (x) ALBERT GYSBERTSEN, made by himself,

TIERCK CLASZEN DEWITT.

In my presence. To which I certify.

MATTHEUS CAPITO, Secretary.

Ordinary Session, Tuesday, April 1, Anno 1664.

Present: Roelof Swartwout, Schout; Albert Gerretsen, Tjereck Claesen deWit, Thomas Chambers, Gysbert van Imboreh, Commissioners.

Frederiek Philipsen, plaintiff, vs. Wyntje, wife of Allert Heymans, defendant. Plaintiff demands from defendant fifty-nine schepels of wheat, and the expenses therewith, for which an obligation was delivered on May 4, 1662. Defendant admits the debt, but does not know how much it is, and says he has a counter claim for carting goods.

The Honorable Court having heard the parties, and taking into consideration that defendant's husband is absent, he having gone to the Manhatans, orders the parties to liquidate their accounts between themselves, and that defendant on his admission of indebtedness pay plaintiff the balance of the account.

Jan Pietersen Muller, plaintiff, vs. Evert Pels, defendant. Plaintiff, under power of attorney from Wouter Albertsen, at Fort Orange, demands from defendant five schepels of wheat, he having attached the aforesaid five schepels of wheat in the hands of Aert Jacobsen. Defendant admits the debt.

The Honorable Court declares the attachment valid, and orders defendant to pay plaintiff the aforesaid demand.

Jan Evertsen, plaintiff, vs. Hester Douwes, defendant. Plaintiff demands from defendant the amount of seventy-five guilders, in beavers, fourteen schepels of good winter wheat, forty-four guilders in sewan, under a previous judgment, dated June 5, 1663, for which he has lawfully caused to be attached two brandy kettles in the hands of Aert Jacobsen. He gives notice of the attachment, and requests execution thereunder. Defendant admits the debt, but requests four months' time.

The Honorable Court declares the attachment valid, and, as plaintiff does not extend her time, the foregoing request of plaintiff is granted.

Johanna de Laet, wife of Jeronimus Ebbingh, plaintiff, vs. Cornelis Barentsen Slecht, defendant. Plaintiff demands from defendant payment of the sum of twelve hundred twenty-one guilders, sixteen stivers, in beavers, due for rent May 1, of the year 1663, and requests payment thereof.

Defendant admits the foregoing demand, and says he paid on account thereof thirty-five schepels of wheat, and the stiver money.

The Honorable Court orders defendant to satisfy plaintiff for the balance of the foregoing demand.

Plaintiff further requests that the estate and possessions of defendant be inventoried, so that she may be paid in full. She also requests that the purchase made yesterday by Frederick Philipsen, of the lot at Wildwyck, be annulled, and that she be preferred with respect thereto, as also with respect to the assignment made by defendant to Frederick Philipsen of about three hundred guilders to be received from the Honorable Company, regarding which she also attached all of defendant's property.

The Honorable Court decides that plaintiff shall be preferred as to defendant's goods which are on plaintiff's own soil and land, and shall also be permitted to have the same inventoried. Regarding the purchase yesterday by Frederick Philipsen from defendant of the lot at Wildwyck, the same is to remain valid, but plaintiff may bring suit against Frederick Philipsen for the purchase money and on the assignment to Frederick Philipsen of about three hundred guilders, due from the Honorable Company. The attachment made by plaintiff of the goods on her own soil is also declared valid by the Honorable Court.

Jacobus Backer, under power of attorney from the Honorable Lord Director General, Petrus Stuyvesant, plaintiff, vs. Juriaen Westphael, defendant. Plaintiff demands from defendant payment of the sum of ten hundred and four guilders, by virtue of a previous judgment, dated December 27, 1663, and says that one hundred and six schepels of winter wheat have been paid on the same. Requests execution for the balance.

The Honorable Court grants plaintiff's said demand for execution.

Hester Douwesen, plaintiff, vs. Cornelis Barentse Slecht, defendant. Plaintiff demands from defendant, on balance of account, twenty-one and one-half shepels of wheat. Defendant admits the debt, but says he paid on the same five shepels of wheat and one guilder in seewan.

The Honorable Court orders defendant to pay plaintiff the balance of said demand.

Hester Douwesen, plaintiff, vs. Pieter Jacobsen, defendant. Plaintiff demands from defendant thirty-four and one-half shepels of wheat, pursuant to a previous judgment and sentence, dated June 5, 1663, and requests payment. Defendant admits the debt, but says he delivered seven shepels of wheat on account.

The Honorable Court orders defendant to pay plaintiff the balance, pursuant to the said judgment.

Hester Douwesen, plaintiff, vs. Evert Pels, defendant. Absent. Default.

Hester Douwesen, plaintiff, vs. Aert Jacobsen, defendant. Plaintiff demands from defendant, as balance of account, seventeen shepels of wheat. Defendant answers, he paid to the cooper, for a tub belonging to both of them, four shepels of wheat as her half share, and also that he delivered to her one-quarter of a keg of beer.

The Honorable Court orders the parties to have their accounts adjusted by impartial men, if possible, or otherwise to again apply to the Court.

Hester Douwesen, plaintiff, vs. Willem van Vredenborch, defendant. Absent. Default.

Nicolaes Meyer, plaintiff, vs. Jan Jansen van Amersfort, defendant. Absent. Default. As the defendant is absent, plaintiff requests that an extraordinary session may be ordered for his benefit against defendant. The Honorable Court grants plaintiff's foregoing request.

Nicolaes Meyer, plaintiff, vs. Harmen Hendericksen, defendant. Plaintiff demands from defendant twenty-seven guilders, ten stivers, in beavers, to be paid in wheat at market value at Wildwyek, and to be delivered at the Manhatans, according to obligation, and also demands fourteen guilders, ten stivers, in seewan, according to the same obligation. Requests payment and expenses thereunder. Defendant admits owing plaintiff the aforesaid amounts.

The Honorable Court orders defendant to pay plaintiff the aforesaid amounts, according to obligation, and to pay the Court expenses here.

Dirriekje Jans, plaintiff, vs. Jan Jansen van Amersfort, defendant. Absent. Default.

Ensign Christiaen Niessen complains to the Honorable Court, that Jacobus Backer purposes to-day to send out one Mattys Roelofsen, without previous notice to the Council of War and Honorable Court here, and that he told him that he had authority from the Honorable Lord Director General to send him to the mountains and therefore forbids the aforementioned Ensign to detain him. Whereupon the Honorable Court forbids Mattys Roelofsen or his people, under penalty of arrest, to travel from this place in a canoe to any savage nation, unless Jacobus Backer can show the Magistrates or Council of War here orders from the Supreme Magistrates.

Jacobus Backer, appearing before the Honorable Court with Mattys Roelofsen, in consequence of the foregoing order against Mattys Roelofsen, whereby he and his are directed not to travel in a canoe to any nation of savages, answers that he has a special order from the Honorable Lord Director General to dispatch said Mattys Roelofsen to the mountains, and that he is not obliged to show said order to the Magistrates or Council of War here, unless they are authorized thereto, as his order must remain secret, and he assumes responsibility for all the consequences.

The Honorable Court, having heard the foregoing statement of Jacobus Backer, permits him to execute the secret order received by him.

Jacob Joosten, Court Messenger, asks the Honorable Court for thirty or forty guilders, in seewan, for his services.

As there is no money in the treasury, the petition is denied for the present.

The Schout, Roelof Swartwout, shows the Court three ordinances which he brought from the Manhatans, one concerning the desecration of the Sabbath, the second concerning lessees and lessors of land, the third concerning the fencing in and impounding of cattle, and requests that the same be published and also that the previous ordinances of August 4, 1663, be renewed and published.

The Commissaries consent that the ordinances taken along by

the Schout be read and posted, also that the ordinance dated August 4, 1663 be renewed and published.

Jan Hendericks van Bael, plaintiff, vs. Hermannus Blom, defendant. Absent. Default.

Albert Gerretsen asks of the Honorable Court that execution may continue against Annetje Tacks, as the barn has been advertised for sale under execution on April 3, next.

The Honorable Court orders the Doorkeeper, after the expiration of the time, to continue the execution, as usual.

Tjerek Claesen deWit, plaintiff, vs. Evert Pels, defendant. Absent. Default.

Henderick Jochemsen states to the Honorable Court that the Burgher Guard meets at his home, which is therefore used as a guard house, in consequence of which he is deprived of his liberty because of the quarrels of the guardsmen, and he is also not able to use his house as he wishes. He asks the Honorable Court to please direct the guard to remove from his house.

The Honorable Court, having heard foregoing request, agrees with the aforesaid Henderick Jochemsen that, as there are no materials for a guard house at hand, and no money at present in the treasury to purchase materials and build a guard house, the Burghery may one month longer use his house for the Burgher Guard, and promises to pay him therefor twenty guilders, in zeewan.

Cornelis Barentse Slecht petitions the Court to be permitted to build on the lot of Aert Jacobsen Otterspoor, beyond the Mill Gate, as his term expires May next, and he must have a dwelling house.

The Honorable Court refers to its previous decision.

Mr. Gysbert van Imboreh petitions the Honorable Court that the execution against Annetje Tacks may be continued, as Albert Gerretsen has delayed the execution against his sold horse.

The Honorable Court adheres to its judgment rendered March 11, last.

On this April 3, Jan Evertsen declares he has attached in the hands of Pieter Jacobsen the balance of the money the latter owes Hester Douweszen, so as to obtain thereby full payment from Hester Douweszen, against whom he has been granted execution upon two kettles in the hands of Aert Jacobsen and also on his entire demand of April 1, 1664.

We, the undersigned, Albert Gysbertsen and Tjerek Claesen de Wit, Commissaries of the village of Wildwyck, make known that before us appeared the worthy Jan Jansen van Amersfort, inhabitant of Wildwyck, who acknowledges that he really and truly owes Mr. Nicolaes deMeyer, burgher and inhabitant of the city of Amsterdam in New Netherland, the sum of one hundred and twelve guilders, in beavers, at eight guilders a piece, with ten per cent. per annum interest thereon from March 27, of the year 1662, to final payment, and also the sum of ninety-seven guilders, in seewan, with ten per cent. per annum interest thereon from April 3, of the year 1664, to final payment, which aforesaid two amounts, the aforesaid sum of one hundred and twelve guilders, in beavers, with interest thereon, and the ninety-seven guilders, in seewan, or wheat, the schepel reckoned at six guilders, at the option of the above named Nicolaes de Meyer, the appearer promises to pay to the aforesaid Nicolaes de Meyer in the month of October of the current year, free of expense or damage, at the Manhatans. For the carrying out of these presents, he, the appearer, specially mortgages his house and lot situated in Wildwyck, and his farm land lying below the village of Wildwyck, which he, the appearer, says is unencumbered, and also, in general, his person and other estates, real and personal, present and future, placing the same under the jurisdiction of all courts and judges. And thereupon the appearer, with us, personally signed these presents. Done at Wildwyck this April 3, 1664.

JAN JANSEN,

The mark (x) of ALBERT GYSBERTSEN,

TIERCK CLASZEN DE WITT.

In my presence. To which I certify.

MATTHEUS CAPITO, Secretary.

On November 24, 1666, the foregoing mortgage was satisfied by substitution of Capt. Tomes Chamberssen, and by an accepted obligation binding himself to pay at the earliest shipping opportunity.

NICOLAES D MEYER.

To me known.

MATTHEUS CAPITO, Secretary.

Hester Douwesen requests execution against Pieter Jacobsen, pursuant to judgment rendered April 1, after the Court Messenger served three citations.

The Honorable Court orders the Doorkeeper to proceed with the execution.

The mark (x) of ALBERT GYSBERTSEN,
TIERCK CLASZEN DE WITT,
THOMAS CHAMBERS,
GYSBERT VAN IMBORCH.

Johanna de Laet, wife of Jeronimus Ebbing, has legally placed with Frederick Philipsen an attachment upon the purchase money for a lot bought by him, at Wildwyck, from Cornelis Barentsen Slecht, and gives notice of the aforesaid attachment.

Jacob Burhans, Collector of the Excise, has legally placed with Aert Jacobsen an attachment against Hester Douwesen who has a claim against Aert Jacobsen, and gives notice of the aforesaid attachment.

On April 3, Anna Bloems attached, through the Court Messenger, two brandy kettles in the hands of Aert Jacobsen, belonging to Hester Douwesen, and gave notice this day.

On April 4, Paulus Cornelissen attached, through the Court Messenger, everything that Hester Douwesen might have at Pieter Jacobsen's.

On April 4, while engaged with the Secretary at Cornelis Barentsen Slecht's house, a dispute arose between the Schout, Roelof Swartwout, and the Commissary, Tjerek Claesen de Wit, and, following it, blows were struck. The aforesaid Schout drew his sword against the Commissary, and challenged him to come outside. Wherefore, the Commissary, Gysbert van Imborch, demands, on the Lord's account, a fine from both. There were present, Ensign Christiaan Niessen, Nicolaes de Meyer, and Commissary Thomas Chambers.

We, the undersigned, Albert Gysbertsen and Tjerek Claesen de Wit, Commissaries of the village of Wildwyck, make known that before us appeared the worthy Roelof Swartwout, resident of Wildwyck, who acknowledges that he really and truly owes Mr. Nicolaes de Meyer, burgher and inhabitant of the city of Amsterdam in New Netherland, the amount of thirty-five schepels of winter wheat.

due for merchandise and goods received, with ten per cent. interest thereon per annum, from December 3, of the year 1663, to final payment. And he promises to pay said thirty-five schepels of winter wheat to the aforesaid Nicolaes de Meyer at the Manhatans, on October 1, of the year written below, free of expense or damage. And for the carrying out of these presents, he, the appearer, binds and especially mortgages his house and lot, situated at Wildwyck, and his lands lying below the new village, and also, in general, his person and goods, real and personal, present and future, nothing excepted, submitting them to the jurisdiction of all courts and judges. And the appearer, with us, thereupon personally signed these presents, at Wildwyck, this April 4, of the year 1664.

ROELOOF SWARTWOUT,

The mark (x) of ALBERT GYSBERTSEN,

TIERCK CLASZEN DE WITT,

In my presence. To which I certify.

MATTHEUS CAPITO, Secretary.

The foregoing, signed by Roelof Swartwout, annuls all obligations entered into up to this date, from which I discharge him through this, my signature, when the foregoing is paid. Done at Wildwyck, this April 4, 1664.

NICOLAES D MEYER.

To my knowledge. To which I certify.

MATTHEUS CAPITO, Secretary.

Election held March 31, 1664, by a plurality of votes, for the purpose of sending two delegates from the village of Wildwyck to the Manhatans, to a formal Assembly.

Whereas, according to a written invitation of the Director General and Council of New Netherland to the Schout and Commissaries here, dated March 18, last, it was requested that two delegates from our village of Wildwyck be sent to a formal gathering of an Assembly, the Schout and Commissaries have therefore called upon us, the undersigned inhabitants of Wildwyck, to meet together on the day named below, to select two able persons of the community, and to depute them as delegates to the said meeting which is to take place on April 10. We have therefore selected, by a plurality of votes, the worthy persons, Thomas Cham-

bers and Gysbert van Imboreh, to whom we hereby give full power and authority to do what may be necessary for the common interest and that of this place, and also to act in any matter as shall seem to them advisable, confirming what they, the delegates may, according to their obligation, have lawfully done for the common welfare. For which purpose we have personally subscribed to these presents, at Wildwyek, this March 31, 1664.

(Signed) The mark (x) of Albert Gysbertsen, Tjerek Claesen deWitt, Cornelis Barentsen Slecht, Evert Pels, Albert Gysbertsen, the mark (x) of Juriacn Westphael, the mark (x) of Jan Willemse Hoochteylingh, Aert Jacobs, the mark (x) of Ariaen Gerretsen van Vliet, the mark (AMD) of Aert Martensen Doorn, the mark (x) of Pieter Jacobsen, the mark (x) of Mattys Roelofsen, the mark (x) of Jan Broersen, the mark (x) of Jacob Barents Cool, Henderick Jochemsen.

Accords with the original. To which I certify.

MATTHEUS CAPITO, Secretary.

On April 11, Emmetje Volekerts, to obtain her dues, legally attached, in the hands of Aert Jacobsen, everything that Evert Prys can claim of Aert Jacobsen, and gives notice of the attachment.

We, the undersigned, Tjerek Claesen deWit, and Gysbert van Imboreh, Commissaries of the village of Wildwyek, make known that before us appeared the worthy Albert Gysbertsen, inhabitant of Wildwyek, who acknowledged that on the date below named, he bought and received from the worthy Cornelis Wyncoop two horses for the sum of four hundred guilders in wheat, the schepel to be reckoned at forty-five stivers. Which aforesaid four hundred guilders the appearer receives at ten per cent interest per annum, for four successive years, commencing on the day below written and ending May 1, 1668, and on his promise to pay annually to said Cornelis Wyncoop the interest due, and to return the principal, with annual interest, at the close and expiration of the four years. For the carrying out of these presents, he, the appearer, binds and specially mortgages twenty morgens [about two acres each] of arable land, lying below the village of Wildwyek and between the lands of Aert Jacobsen and Tjerek Claesen deWit, which he, appearer, says is unencumbered and unrestricted; and

also, in general, he, the appearer, binds his person and other estate, real and personal, present and future, nothing excepted, submitting the same to the jurisdiction of all courts and judges, and thereupon the appearer with us personally signed these presents. Done at Wildwyck, this May 1, 1664.

This is the mark (x) of ALBERT GYSBERTSEN,
TIERCK CLASZEN DE WITT,
GYSBERT VAN IMBROCH.

On this May 5, 1664, before the honorable Court at Wildwyck, there being then present the Schout, Roelof Swartwout, and the Commissaries, Albert Gysbertsen, Tjerek Claesen deWit, Thomas Chambers and Gysbert van Imbroch, appeared the worthy persons, Jan Cornelisen vander Heyde and Paulus Cornelisen, attorneys for Maritje, widow of Jan Barentsen Wemp, and informed the aforesaid Honorable Court of the following Lord's acknowledgement, with the request to enter the same in the minutes. It reads word for word as follows:

Before me, Cornelis van Ruyven, Secretary in the service of the Honorable Chartered West India Company in New Netherland, appeared the worthy Aert Piertesen Taek who, in the presence of the Honorable Lord Councillors deSille and Johan de Decker, acknowledged that he is really and truly indebted to the worthy Jan Barentsen Poest as follows:

For two horses, in beaver's value.....	fl. 600
Another horse, 106 schepels of wheat, or in beavers.....	fl. 318
For a cow	fl. 115
Also in beavers	fl. 200

Total, in beavers or beaver's value fl. 1233

Also, for sewant received fl. 300

Which sum of twelve hundred and thirty-three guilders, in beavers, or its value, and three hundred guilders in seewant, the said Aert Pietersen receives and promises to pay to the aforesaid Jan Barentsen or his attorney, within three years, paying each year a just third, with ten per cent. interest thereon from this day. To secure the aforesaid Jan Barentsen Poest in the full payment hereof, he, the appearer, mortgages and binds his farm lying in

the Esopus, between Tjerek Claesen's and Jan Willemesen Schoon's, together with the dwelling house, barn and loft, four horses and one cow, and all other appurtenances thereunto belonging, nothing excepted, and also all his estate, real and personal, present and future, submitting the same to the jurisdiction of all judges and courts. In witness whereof, these presents were subscribed by the appearer in the presence of the above mentioned Lord Councillors at Fort Amsterdam in New Netherland, April 1, 1662. (Below stood) To my knowledge, Cornelis van Ruyven.

After comparison, this has been found to agree with the original. To which I certify.

MATTHEUS CAPITO, Secretary.

Ordinary Session, held Tuesday, May 6, 1664.

Present: Roelof Swartwout, Schout; Albert Gysbertsen, Tjerek Claesen deWit, Thomas Chambers, Gysbert van Imboreh, Commissaries.

Johanna de Laet, wife of Jeronimus Ebbingh, plaintiff, vs. Cornelis Barentsen Slecht, defendant. Plaintiff states that, as the lease of the defendant has expired, she would like to arrange with him concerning what has been sown on the land, about which they can not agree.

Defendant requests that what shall be now found by impartial men to have been sown may be appraised. The Honorable Court grants defendant's request.

Plaintiff further demands from defendant, in addition to the bills recently presented, eight hundred guilders, according to contract, for rent from the year 1663, just passed.

Defendant presents an account against plaintiff for damage done and sustained during the said period, through the troubles caused by the savages, amounting to the sum of twenty-eight hundred and fifty guilders, and maintains that he is not liable for the payment of the full rent.

Mrs. de Laet, above mentioned, and Cornelis Barentsen Slecht, request the Honorable Court, as arbiters and good men, to give a decision to their mutual satisfaction, in the foregoing matter of the rent for the last year of the lease. Whereupon the aforesaid Honorable Court, as chosen arbiters, have decided, and it is mutual-

ly agreed by the parties, that Cornelis Barentse Slecht shall pay Mrs. deLaet, as rent for the last year, the sum of five hundred guilders, in beavers or corn, beaver's value, according to the contract.

Mrs. deLaet shows an extract from the record of the minutes of the session of the Director General and Councillors in New Netherland, held April 17, 1664, wherein she asked for an attachment of the moneys due from the Honorable Company to Cornelis Barentsen Slecht, which attachment was declared valid by their Right Honorable Worships, and thereupon requests that Cornelis Barentsen be directed to give her an assignment [order] on the Company for the remaining money attached by her, still held by the Company.

To this the defendant, Cornelis Barentsen Slecht, answers, that he is not able to give an assignment, as he has already made an assignment to some one else, viz., Frederick Philipsen, of about three hundred guilders, in sewant, but, if any more should be debited to him on the books of the Honorable Company, she shall receive it from the Honorable Company.

Mrs. deLaet further requests that the judgment rendered April 1. last, against the aforesaid defendant, be enforced by execution.

Defendant answers that the sown grain must first be appraised, and maintains that until then the execution must be delayed, so as to determine what he then must pay in satisfaction.

The Honorable Court refers the parties to good men, to be selected by themselves, as mutually requested, to appraise what has been sown, and after the appraisal to make up accounts on both sides. And plaintiff is also authorized to proceed with the execution against defendant for what may then appear to be due for the rent. Whereto also the Doorkeeper is directed by the Honorable Court to act accordingly.

The Honorable Court having seen the request of Cornelis Barentsen Slecht to the Director General and Council of New Netherland, dated November 17, 1663, and the letter written concerning the same by their Right Honorable Worships, the petitioner is, in consequence thereof, ordered to show that Aert Otterspoor, from the lot—

[End of Volume I, as extant—page 336.]

[Part of] BOOK II

[Court Records, June 24, 1664—November 18, 1664.]

Ordinary Session, Tuesday, June 24, 1664.

Present: Roelof Swartwout, Schout; Thomas Chambers, Gysbert van Imbroech, Jan Willemsen Hoochteylingh, Henderiek Jochemsen, Commissaries.

The Schout shows the Honorable Court the note of the Council of War at Wildwyck, dated June 23, 1664, as more at large appears in the original. The Schout also shows to the Honorable Court a note of Captain Lieutenant Marten Cregier, dated June 13, 1664, from which it appears that the Honorable Court has been pleased to delay the farming out of the tapster exeise until the further order of the Director General and Council of New Netherland.

Juriaen Westphael, plaintiff, vs. Albert Gysbertsen, defendant. Both absent. Both in default.

Juriaen Westphael, plaintiff, absent, default, vs. Tjerek Claesen deWit, defendant.

Tjerek Claesen deWit, plaintiff, vs. Roelof Swartwout, defendant.

Plaintiff demands sixty guilders, in beavers, from defendant, for pasturing three cows, also a bridle loaned him last year, valued at sixteen guilders in beavers, also a quantity of wood valued at three schepels of wheat and three guilders in seewan. Defendant denies pasturing three cows, but admits that plaintiff pastured two cows for him, and promises to return the bridle and pay the value of the quantity of wood. He admits he owes the three guilders, in seewan.

Plaintiff replies that, as a fine due to defendant, he had to pasture one cow, but was compelled therefor to pasture four cows for him. To this the defendant answers that he has a counter claim.

The Honorable Court orders defendant to submit his counter claim at its next session.

Tjerek Claesen deWit, plaintiff, vs. Cornelis Barentsen Slecht, defendant. Plaintiff requests that defendant, as in duty bound, shall and demands payment therefor, or another canoe instead.

Defendant admits he borrowed the canoe, and that he did not return it; adds that it was taken by Jan Willemsen's man and was used for the benefit of those who had to be on the arable land.

The Honorable Court orders that all of those who have land across the Kill shall indemnify the plaintiff, or else substitute another canoe, otherwise to apply to the Court.

Roelof Swartwout, Schout, plaintiff, vs. Tjerek Claesen de Wit, defendant.

Plaintiff, by a petition to the Honorable Court, requests that he be sustained, he having been scornfully treated by defendant, as appears by the petition, dated May 6, 1664.

Defendant admits he was fined in the field, but says that the Ensign promised a permanent convoy, and when, early one morning, his people went out to look for their horses, the convoy did not follow. The Ensign and the Schout were at that time with the convoy on Thomas Chambers' land to examine the burnt palisades set on fire by a soldier. On their return, the Ensign and the Schout both became intoxicated and then agreed that the Schout should go with the convoy to fine the defendant for ploughing in the field. Defendant denies he called plaintiff names or threatened him.

The Honorable Court orders plaintiff to submit his proofs in writing.

Roelof Swartwout, Schout, plaintiff, vs. Foppe Barents, defendant. Plaintiff demands from defendant fifteen schepels of wheat, according to obligation, dated May 8, 1664. Defendant admits the debt, but says that as soon as he receives his money from Tjerek Claesen he will pay plaintiff.

The Honorable Court orders defendant to pay plaintiff.

Roelof Swartwout, Schout, plaintiff, vs. Albert Gysbertsen, defendant. Plaintiff requests that defendant, as in duty bound, shall testify to the truth before the Honorable Court, with reference to the differences between plaintiff and Tjerek Claesen deWit, regarding the pasturing of plaintiff's cows, concerning which defendant testifies and declares that he knows that Tjerek Claesen

deWit promised to pasture two cows for plaintiff, for which plaintiff was not to advance Tjerek Claesen any money.

Albert Gysbertsen requests that he be permitted to dig a saw-pit in front of his lot.

The Honorable Court grants petitioner's request, upon condition that he cover the saw-pit every evening, so that no accident may occur therefrom to man or beast, and that he fill it up before harvest time.

Foppe Barents, plaintiff, vs. Evert Pels, Allert Heymans Roose, absent, and Cornelis Barentsen Slecht, defendants.

Plaintiff demands from defendants the sum of fifteen guilders, eleven stivers, in seewan, being the balance for carpenter work on the parsonage at Wildwyek.

Cornelis Barentsen Slecht, appearing alone, says that judgment may be rendered and recorded against them, as Evert Pels, in Foppe Barents' presence, so verbally instructed him.

The Honorable Court finds that, as the retired Commissaries have never been willing to render an accounting to the newly installed Commissaries, and the new Commissaries know nothing about the receipts and expenditures, the credits or the debits, the newly installed Commissaries are therefore not willing to accept any bills until the retired Commissaries have rendered their accounts.

And for cause, the appearers, Cornelis Barentsen Slecht and Evert Pels, are ordered by the Honorable Court to pay the aforesaid demand of the plaintiff who is a country man and a stranger, and therefore must not be delayed.

Cornelis Barentsen Slecht requests the Honorable Court to please show him, after adjournment, where he may erect his dwelling house.

The Schout requests that, as many complaints have reached him regarding Henderick Jansen Looman's estate, the Honorable Court please order the curators of the said estate to render to it an accounting of the receipts and expenditures.

The Honorable Court orders the curators of the estate of Henderick Jansen Looman and Willem Jansen Seba to render at its next session an accounting of their curatorships.

Jan Cornelisen van der Heyde asks the Honorable Court to permit him to take along with him the horses for account of Aert Pietersen Tack, pursuant to directions from his mother-in-law, Marietje Meynderts.

The Honorable Court decides that petitioner must proceed according to law against the estate of Aert Pietersen Tack.

Paulus Cornelissen requests payment for the goods furnished for the parsonage at Wildwyck, and the freight.

Jacob Joosten, Court Messenger, requests payment for his services, or else to be released from such service.

The Honorable Court orders the petitioner to send in his bill to it.

Extraordinary Session, Thursday, July 10, 1664.

Present: Roelof Swartwout, Schout; Gysbert van Imboreh, Jan Willemsen Hoochteylingh, Henderick Jochemsen, Commissaries.

Sweerus Teunissen, successor of Jan Barentsen Wemp, deceased, requests the Honorable Court to **permit him to** obtain his money from Aert Pietersen Tack who has absented himself from this place, as he is his principal creditor. And he further requests that the real and personal estate of Aert Pietersen Tack be sold under execution to satisfy his mortgage, especially as the risk of the horses, cattle and grain in the field operates to the prejudice of the creditors. Among these horses, also, is a mare, two years old, delivered by his predecessor, Jan Barentsen Wemp, to Aert Pietersen Tack, on the condition, previously stipulated in a contract dated September 7, 1661, that the purchaser should keep said mare, at the seller's risk, for six years and then return it to the seller. Wherefore, he, Sweerus Teunissen, requests possession of the horse and that Aert Pietersen Tack's claim be rated by impartial men. Requests speedy justice with reference to the foregoing, as he is a stranger.

The Honorable Court decides, that, as Aert Pietersen Tack has absented himself, and his wife, not wishing to have anything further to do with the estate, has had an inventory made thereof, he shall be summoned according to law, either by ringing of bell or on holidays. But having learned that the grain in the field, the

horses and the cattle are held at great risk to the creditors, the Honorable Court therefore decides to sell these at auction to the highest bidder next Monday, July 14, and to hold the proceeds on deposit as provisional security. The real estate, the Honorable Court decides, shall, after due citation and non appearance of Aert Pietersen Tack, be sold at auction to the highest bidder. Regarding the request for the possession of the mare, the Honorable Court decides that said claim shall be appraised by impartial appraisers, and for that purpose Evert Pels and Aert Jacobsen are chosen to appraise the same as near as possible according to its value; all this being in accordance with the contract relating thereto.

Extraordinary Session, Monday, July 14, 1664.

Present: Willem Beeckman, Schout; Thomas Chambers. Gysbert van Imbroch, Jan Willemsen Hoochteylingh, Henderick Joehmsen, Commissaries.

The Commissioner and Schout, Willem Beeckman, exhibits the commission and instructions given to him by the Honorable Lord Director General and Council of New Netherland.

In clauses seven and eight of these instructions provisions regarding the farming out of the tapster and burgher excise are included, which farming out is postponed to a more propitious time because of the troublous and deplorable condition of the country.

The Honorable Schout suggested that the fortifications be properly completed and repaired, as the savages are again gathering up the river. Also that six or seven of the free men should watch, as the garrison at present is weak. It was resolved to commence work tomorrow.

It was further suggested by Captain Thomas Chambers, that the free men are entirely unprovided with powder and shot, and he therefore requested of Commissioner Beeckman that powder and shot be furnished. This was agreed to, upon condition that, if the Director General and Council require payment therefor, the same shall be made; which was accepted, and that the seven or eight men are to watch.

Swerus Teunissen, appearing, requests that the sale of the grain lying in the field, and the horses and cattle of his debtor, Aert

Pietersen Tack, may proceed, according to the decision of the Court, dated July 10.

Thomas Chambers says he was not present on July 10, and is of opinion that Aert Pietersen Tack must first be condemned according to law, ere his property can be sold under execution.

Mr. Gysbert, Jan Willemsen and Henderick Jochemsen are of the same opinion, but for reasons set forth in the decision of July 10, adhere to their resolution.

The matter having been reviewed, it is decided, for cause, that the sale shall proceed, if reasonable prices are obtainable thereat.

On July 14, the eleven schepels of sown wheat and the additions in the field, together with the horses and cattle, were offered for sale at auction, but were withdrawn by the Honorable Court, as their value could not be reached or realized and this would be very prejudicial to the general creditors. And Swerus Teunissen asks that the horses and cattle be held back until the time appointed for the sale of the farm, the which is consented to.

Ordinary Session, Tuesday, July 22, 1664.

Present: Willem Beeckman, Schout; Thomas Chambers, Gysbert van Imbroch, Jan Willem Hoochteylingh, Henderick Jochemsen, Commissaries.

Juriaen Westphael, plaintiff, vs. Tjerek Claesen deWit, and Albert Gysbertsen, defendants. Plaintiff demands a balance of one hundred and twenty-seven and one-half schepels of wheat from defendants as curators of the estate of Henderick Jansen Looman, appointed by the Honorable Court.

Defendants refer to their account book, exhibited to the Honorable Court, wherefrom it appears that there are more creditors, and the estate apparently will be in debt.

The Honorable Court decides that plaintiff shall receive the whole of his claim relating to the horse, and that for the balance of his account he must share with the other creditors.

Tjerek Claesen deWit, plaintiff, vs. Roelof Swartwout, defendant. Plaintiff still insists upon his former demand of June 24, 1664. Defendant, pursuant to the order of the Honorable Court, exhibits a counter account.

The parties are referred to Evert Pels and Allert Heymans, to bring about, under the supervision of Commissary Henderick Jochemsen, an agreement, if possible, or, otherwise, to report to the Honorable Court.

Roelof Swartwout, plaintiff, vs. Albert Gysbertsen, defendant.

Plaintiff still demands a fine from defendant for violating the ordinance with reference to not going out to plough or work without a convoy.

Defendant says he is ready to prove that he asked Ensign Niessen for a convoy, which the latter promised but did not send.

The case is adjourned to the next session.

FARMING OF THE BURGHER EXCISE.

Terms and conditions upon which the Messieurs Schout and Schepens of the village of Wildwyek, in New Netherland, with the approval of the Right Worshipful Lords, the Director General and Council of New Netherland, intend, according to the laudable custom and order of our Fatherland, to farm out to the highest bidder the burgher excise on wine and beer to be consumed within the jurisdiction of the aforesaid village, by all officers as well as by ordinary burghers, except the Supreme Government and Ministers of the Divine Word.

The one who becomes Farmer of the said excise shall receive from all officers as well as ordinary burghers and inn-keepers, none but those hereinbefore mentioned excepted, as excise for the wines and the beer to be consumed by them:

For an anker of brandy, Spanish wine, distilled waters or others of the same quality, thirty stivers.

For an anker of French wine, Rhine wine, wormwood wine or others of the same quality, fifteen stivers, a hogshhead to be reckoned as five ankers.

For a tun of good beer, one guilder.

For a tun of small beer, six stivers.

Larger or smaller casks in proportion.

The impost shall be laid and the excise be paid to the Farmer, between August 17, 1664, and August 10, 1665. No excise shall be received after the date last above mentioned.

The excise shall be paid to the Farmer in good braided sewan, at twelve white or six black beads for one stiver.

The Farmer must promptly every three months pay the lawful quarter of the amount promised for the farming, in good current payment, at twelve white or six black beads for one stiver.

The Farmer must furnish for the promised farming price two sufficient money sureties.

	Tjereck Claesen bids	fl. 50
	Tomas Harmens bids	fl. 75
	Tjereck Claesen bids	fl. 100
	Tomas Harmens bids	fl. 125
	Evert Pels bids	fl. 150
Received fl. 3 seewan	Roelof Swartwout bids	fl. 175
Received fl. 3 seewan	Evert Pels bids	fl. 200
Received fl. 3 seewan	Tomas Harmensen bids	fl. 225
Received fl. 3 seewan	“ “ bids	fl. 250
Received fl. 6 seewan	Roelof Swartwout bids	fl. 275
Received fl. 6 seewan	Tomas Harmensen bids	fl. 300
Received fl. 6 seewan	“ “ bids	fl. 325
Received fl. 9 seewan	“ “ bids	fl. 350

Being put up at [Dutch] auction,* with a limit of three hundred guilders,** (received another nine guilders seewan), Tomas Harmensen becomes the Farmer for the sum of three hundred and fifty-seven guilders, and furnishes as sureties Tjereck Claesen deWit and Walran du Mont, jointly and severally, as principals, all of whom together have subscribed, this August 16, 1664, at Wildwyck.

(Subscribed) Tomas Harmens, Tjereck Claesen deWit, Walran du Mont.

(Below)

In my presence.

WILLEM BEECKMAN.

On this August 18, Evert Pels and Albert Heymans reported, in regard to the arbitration between Roelof Swartwout and Tjereck Claesen deWit, that there was no prospect of bringing about an agreement between them.

*The auctioneer beginning with a high price, and gradually reducing it till he receives a bid.

**As the lowest price.

The Schout and Schepens here give notice and command, that henceforth no inn-keeper or vender of wine and beer shall be allowed to sell until, following the custom in our Fatherland, he shall have obtained from the Honorable Court a license for said business, which every inn-keeper shall renew quarter yearly and for which he shall pay every time for the use of the respective judges one pound Flemish, under penalty of suspension of his business for open and wilful neglect. Done at Wildwyck this August 19, 1664.

The Schout and Schepens further order that those who make a business of brewing and of distilling brandy, shall henceforth no longer tap or sell wine by measure, on pain of confiscation of the broached liquor and fine of fifty guilders for each violation discovered. Done at Wildwyck, August 19, 1664. (Signed) Willem Beeckman.

It was resolved by the Honorable Court at Wildwyck that the burghery and inhabitants shall again keep watch, as, owing to the approach of the English, the militia have been relieved therefrom by the Director General and Council. Done at Wildwyck, this September 1, 1664. (Signed) Willem Beeckman.

Extraordinary Session, Wednesday, September 4, 1664.

Present: Willem Beeckman, Schout; Gysbert van Imbroch, Jan Willemsen Hoochteylingh, Henderiek Jochemsen, Commissaries.

On the proposition made by the Honorable Schout what to do in case the English should approach our village of Wildwyck, it is resolved that, at the discharge of a cannon, all the burghery shall repair to the head watch, there to receive further orders, and that in the meantime the Honorable Schout, together with the Honorable Court, shall seek to parley with said English beyond the gates. Meanwhile, the burgher officers are recommended to ascertain what powder and shot there are among the burghery, as we can not tell how the savages will act in these circumstances. Thus done by the Schout and Commissaries at Wildwyck, the day and year above mentioned.

Ordinary Session, Tuesday, October 7, 1664.

Present; Willem Beeckman, Schout; Thomas Chambers, Jan Willemsen Hoochteylingh, Commissaries.

Emmetje Volekerts, plaintiff, vs. Jacob Barentsen Cool, defendant. Plaintiff demands from defendant an amount of thirty-five schepels of wheat, two guilders, ten stivers, in sewan, whereof, according to her account, one schepel of wheat and four guilders, ten stivers, have been paid.

Defendant and his wife deny a portion of the debt, and thereupon submit items of a counter reckoning.

The Honorable Court directs the parties to Roelof Swartwout and Walran du Mont, good men, to bring the parties to an agreement, if possible, and, if not, to report to the Honorable Court.

Walran du Mont, plaintiff, absent, default, vs. Jacob Barentsen Cool, defendant.

Walran du Mont, plaintiff, absent, default, vs. Dirrick Hendericksen, defendant. Absent. Default.

Jan Tyssen, plaintiff, vs. Annetje Ariaens Tack, defendant. Plaintiff demands from defendant, for wages for two and one-half months, seventy guilders, heavy money, and thereupon has attached, at Thomas Chambers', as many schepels of wheat as long Jacob, the defendant's servant, has earned with the aforesaid Thomas Chambers.

Defendant refers the matter to the estate, because the wages earned by the plaintiff were earned under her husband, and she maintains that the wages earned by her servant with Thomas Chambers are due to her.

The Honorable Court decides that, as the wages of defendant's servant, earned with Thomas Chambers, were concealed, the same shall be transferred to the estate, and plaintiff shall stand on a par with the other creditors after the sale of Aert Pietersen Tack's property.

Thomas Harmensen, plaintiff, vs. Sara Gillissen, defendant. Plaintiff demands from defendant the full fine due for smuggling, and also the wine he found with her at her place.

Defendant answers she did not know that there was so much wine in the anker, that there should have been, according to her mother, about twenty cans of wine, and now there have been found about twenty-four cans.

The Honorable Court decides the wine to be a prize, and thereupon, on the Farmer's demand for two hundred guilders, impose

upon the defendant a fine of one hundred guilders in sewan, to be duly applied.

Mattheus Capito, plaintiff, vs. Jan Lootman and Michael Verbrugge, defendants.

Plaintiff says that some time ago, at the house of Walran du Mont, he was insulted by the defendants, who said he had caused them loss by overcharging their account with the Company.

Michael Verbrugge answers that in his account there have been deducted by the Honorable Secretary van Ruyven a blanket and two pair of fine stockings, which he should have received from Mattheus Capito in the Esopus, as appears by his books.

Jan Lootman answers that about one hundred guilders were deducted on his account, and that, complaining about this, the Honorable Secretary van Ruyven referred to the books at Esopus or the keeper thereof.

The parties are referred to the bookkeeper of the Honorable Company and to the Honorable Secretary van Ruyven, in order to settle their differences.

Tjerek Claesen deWit, plaintiff, vs. Roelof Swartwout, defendant. Plaintiff sues for the pasturing of three cows, according to the demand of June 29, last.

Defendant admits that plaintiff pastured two cows for him, for which he ought to pay like any one else, and that plaintiff was to pasture two more cows for him, in payment of the fine due from him, under an agreement with him made in the presence of Albert Gysbertsen who, on June 29, last, testified and stated before the Honorable Court, and now confirms under oath, that Tjerek Claesen was to pasture for defendant two cows in payment of the fine due.

The Honorable Court again refers the parties to the decision of Everts Pels and Allert Heymans, good men, to bring the parties to an agreement, if possible, or else to report to the Honorable Court.

Roelof Swartwout, plaintiff, vs. Tjerek Claesen de Wit, defendant. Plaintiff declares he has attached fifteen schepels of wheat of Foppe Barents in the hands of defendant, whereupon defendant told the Village Messenger that he had assigned to his brother-in-law, Jan Tomassen, at Fort Orange, his claim on ac-

count of the aforesaid fifteen schepels of wheat of Foppe Barentsen.

Defendant admits that he verbally assigned the above mentioned fifteen schepels of wheat to his brother-in-law, Jan Tomassen.

Roelof Swartwout further says that for this he also lawfully arrested Foppe Barentsen, and that said Foppe Barentsen, after said arrest, went away.

Extraordinary Session, Saturday, October 18, 1664.

Present: Willem Beeckman, Schout; Thomas Chambers, Gysbert van Imbroch, Jan Willemsen Hoochteylingh, Commissaries.

The Honorable Schout asks how the minister's salary is to be paid.

It is resolved that the old and first book of the retired Commissaries be first made up, so as to show the situation to the newly appointed Commissaries. It is further resolved, that, in accordance with the previous order of the Honorable Director General, every resident householder shall, for each year of the past four years, contribute towards the minister's salary one guilder for every morgen, and other inhabitants ten guilders, heavy money, in wheat, for every single lot at Wildwyck, the schepel to be reckoned at fifty stivers, and that the inhabitants shall be commanded herein to make payment within three weeks, on pain of [issuance of] execution.

The Honorable Schout submits:

1. That it is necessary to send some of the Honorable Judges to the Manhatans, to ask of the Governor there a warrant of authority for the continuance of the Court here.

2. Also, that the farming of the beer and wine excise be continued until the village debt, caused by the heavy wars, shall have been paid.

3. Further, that the delegates arrange with the Governor there with reference to the quartering of soldiers at Wildwyck.

4. And further, that the delegates also ask for linen and blankets for the soldiers quartered here, who have made request therefor, as the inhabitants here are unable to provide them, therewith, because a great deal has been destroyed by the heavy war.

5. Also, that, pursuant to the articles of peace concluded with them, the savages be not permitted to come or trade on this

side of the Kill near the Redoubt, nor on the lands about the village.

Upon the foregoing propositions, there are chosen from the Magistrates the Honorable Officer, Willem Beeckmen, and Schepen, Jan Willemsen Hoochteylingh, who are herewith commissioned and authorized to promote the said propositions with the Governor at New York, as they are considered necessary for this place.

The Commissary, Gysbert van Imbroch, requests that as, at the late Assembly, he and Thomas Chambers, delegates for the village of Wildwyck, incurred expenses and lost their own time, the money be promptly paid them by the inhabitants, according to contract with the latter, as also their expenses for clerical work at the Manhatans.

The Honorable Court decides that the inhabitants be ordered to pay the foregoing demand and debt, within fourteen days.

Ordinance forbidding trade with the savages on this side
of the Kill near the Redoubt.

Whereas, the Honorable Court at Wildwyck has been informed that some of the residents here have attempted to sell to, or buy from, the savages, meats or other merchandise on this side of the Kill near the Redoubt, by which acts the savages have been encouraged to show themselves in and near the village and dwelling houses here, in violation of the wholesome articles of peace, the Honorable Court, therefore, in order to guard against any calamity, hereby prohibits any one here to attempt to trade with the savages on this side of the above named Kill, under a penalty of one hundred guilders for the first offense, double for the second, and arbitrary punishment for the third, one-third of the above stated fine to go to the informer. Thus enacted at a meeting of Schout and Schepens of the village of Wildwyck, this October 18, 1664.

October 20, 1664.

The Magistrates of the village of Wildwyck again announce that all those importing any strong drink into this place shall, before delivering the same to any house, obtain a permit from the Farmer, and then, before being allowed to sell the same at retail, obtain from the Secretary a license and pay therefor six guilders, and to the Farmer the excise. Said license must also be renewed every three months by those who hold them, who shall, each time, pay one pound Flemish therefor.

Ordinary Session, Tuesday, October 21, 1664.

Present: Willem Beeckman, Schout; Thomas Chambers, Gysbert van Imbroch, Jan Willemsen Hoochteylingh, Commissaries.

Henderick Cornelissen, rope maker, plaintiff, vs. Sara Gillissen, defendant.

Plaintiff says that defendant's mother is indebted to him in the sum of forty guilders, in sewan, and six schepels of wheat, under an assignment by Jan Barentsen Ameshof.

Defendant answers that she is not indebted to defendant, and that plaintiff must therefore look to her mother for the aforesaid claim.

The Honorable Court denies plaintiff's claim on the defendant. And if defendant's mother should have any goods or outstanding debts here, plaintiff may then attach said debts and goods, and pursue his claim thereon.

Magdalena Dirricks, plaintiff, vs. Dirrick Storm, defendant. Plaintiff says that defendant has appropriated the effects of the barber, Marten van der Hage, and that plaintiff claims thereof three schepels of wheat as pay for washing, as her husband was referred by the said barber at the Manhatans to these very goods.

Defendant in reply exhibits a letter of attorney from Marten van der Hage regarding the seizure of the chest, and says that he paid said van der Hage, at the Manhatans, about thirty guilders above his claim of the twenty-eight guilders.

Defendant, having been asked whether he is willing to accept the trunk and to pay plaintiff's claim, answers, No, and says that he wishes to speak with plaintiff about it, and thereupon stepped out.

Dirrick Storm, plaintiff, vs. Albert Jansen van Steenwyck, defendant. Plaintiff, under a power of attorney from Roelof Harmensen, demands from defendant payment of three schepels of wheat.

Defendant admits his indebtedness to Roelof Harmensen and adds that Roelof Harmensen also gave a power of attorney to Andries Pietersen, who accepted it.

The Honorable Court decides that defendant pay to plaintiff the aforesaid demand, for the reason that Andries Pietersen did not prosecute his case before the Honorable Court.

Whereas, the old retired Commissaries have several times been admonished to liquidate the village accounts, they are therefore hereby again ordered and directed either to do so, or to have the same done, within eight days, under penalty of fifty guilders.

Whereas, the Honorable Schout and Schepens of the village of Wildwyek feel concerned over the delay in making up the village accounts, and understand that Roelof Swartwout, retired Schout, is negligent in giving up papers, and information relative thereto, said Roelof Swartwout, is therefore ordered immediately to deliver up all such account papers and documents relating to the village of Wildwyek, and, with the old Commissaries, to report to the Secretary, to make up the old accounts of the village.

Jacob Jansen van Etten, farm hand of Aert Pietersen Taek, requests that he also be paid out of the estate of Aert Pietersen Taek, according to account rendered.

Honorable Mr. Beeckman.

Whereas, the Commissaries understand that your Honor has been ordered to send to the Manhatans the powder and shot belonging to the Honorable Company still here, we, the Commissaries, therefore, deeming its necessary to the welfare of the village, request that your Honor be pleased to leave the packages of powder and shot here, until the English Governor at the Manhatans shall have sent us other packages of powder and shot, because, among the congregation or inhabitants here, no powder or shot can be found or procured, so that, in case of unexpected danger from the savages, the inhabitants may be provided therewith. Awaiting your Honor's written and immediate reply.

Done at Wildwyek at a meeting of the Commissaries, this October 27, 1664.

On October 27, Evert Prys lawfully attached [property of] Jonas Rantsou, and hereby gives notice of said attachment. ,

Under date of November 6, Cornelis Cornelissen Vernoy lawfully attached twenty guilders, in sewan, in the hands of Jan Jansen Oosterhout for Jonas Rantsou, and hereby gives notice thereof.

Extraordinary Session, Friday, November 14, 1664.

The Officer, Willem Beeckman, reported to the Honorable Court what had been accomplished by him and the Commissary,

Jan Willemsen Hoochteylingh, at the Manhatans, with the Governor General, and thereover showed the Court a Warrant given him by the aforesaid Governor. The Honorable Court thereupon resolved to publish said Warrant to the community, which, translated from English into Dutch, reads as follows:—

Regarding the welfare and the tranquility of matters in the Esopus, the following instructions are hereby ordered to be published and observed:

1. That the present officers and Schepens shall on all occasions, as heretofore, be obeyed as authorities, until the contrary appears over my signature.

2. That the minister's arrears be promptly paid, and he shall continue his service as heretofore.

3. That no one shall sell brandy or liquor to the savages, under penalty of five hundred guilders.

4. That the Indians or savages shall be permitted to peacefully enter the Esopus or the village of Wildwyck during the day time, to sell venison and other merchandise, and that no evil or injury be done them, because I have agreed with the Sachems, for themselves as well as for their subjects, that no injury or violence shall be done to the subjects of his Majesty of England.

5. That the soldiers shall be quartered by the Magistrates in the houses of the inhabitants, to whom I shall give good pay, to be fixed by agreement.

6. That the inhabitants and the soldiers shall dwell together in amity and friendship, so that, in occasions or time of need, they may act together as one man.

7. In case any difference should occur between a soldier and an inhabitant, the same shall, after complaint to the officers or Magistrates, be settled and decided by the officers and Magistrates alone.

Given over my signature, October 26, Old Style, 1664, at Fort James, in New York.

(Signed) RICHARD NICOLA [NICOLLS].

It was also proposed, and thereupon resolved, that, by public notice to the inhabitants here of the mischief and damage that may result from fire, the householders living near the Mill gate shall

be forbidden to carry their straw and rubbish, for the purpose of being burnt, close to the village palisades, but shall rather take the same across the Mill dam. Whereupon the following placard was posted :

Whereas, experience teaches us the impropriety of throwing out straw and rubbish and of burning the same close by the palisades, wherefrom great danger from fire may be expected, the Schout and Schepens therefore order that straw and rubbish shall be carted across the Mill dam by those living near the Mill gate, under the penalty heretofore fixed for that purpose. Further, all inhabitants here are directed to clear the streets, within four days, of straw and rubbish, so that, through the carrying of a light or the blowing out of a pipe of tobacco, a conflagration, such as the one at Amersfort on Long Island (God shield us), may not occur. And every one must attend every week to the said clearing and cleaning of the streets of the straw in front of his lot, under penalty of ten guilders' fine. Let every one guard against damage.

Ordinary Session, Tuesday, November 18, 1664.

Present: Willem Beeckman, Schout; Thomas Chambers, Gysbert van Imbroch, Jan Willemsen Hoochteylingh, Henderick Jochemsen, Commissaries.

Gysbert van Imbroch, plaintiff, vs. Ariaen Gerretsen, defendant.

Plaintiff demands from defendant the sum of one hundred and forty-eight guilders, nine stivers, in sewan, according to bill rendered.

Defendant admits the debt, and says he is not able now to pay it.

The Honorable Court orders defendant to pay plaintiff the aforesaid sum.

The Honorable Mr. Petrus Stuyvesant, plaintiff, vs. Juriaen Westphael, defendant.

Plaintiff demands from defendant, pursuant to settlement of August 14, last, fifteen hundred and sixty-five guilders, six stivers, in grain, beaver's value, and requests payment of the amount of eleven hundred and sixty-five guilders, six stivers, now due to the

knowledge of the Commissaries, and sufficient security for the remaining four hundred guilders, with the costs thereof.

Defendant being absent, he is represented by his wife, who exhibited the contract of lease, and says that the said contract was not carried out by the lessor.

Plaintiff replies that a waiver of re-examination of the accounts was made, to the knowledge of the Commissaries, on April 26, 1662, and that according to extracts from the minutes, dated December 27, 1663 and April 1, 1664, defendant did not deny the debt.

The Honorable Court, having heard parties, orders defendant to pay plaintiff's above mentioned demand, as he did not deny the debt on December 27, 1663, nor take any exception to the contract, and also because, on April 1, 1664, execution on the claim was granted to plaintiff. Wherefore execution is again allowed to plaintiff for the sum of eleven hundred and sixty-five guilders, six stivers, besides the costs herein.

The Honorable Mr. Petrus Stuyvesant, plaintiff, vs. Ariaen Gerretsen, defendant.

Plaintiff demands from defendant, first, seven hundred and fourteen guilders, in sewan, by virtue of the Commissaries' examination, and, further, two years' rent due, amounting to eight hundred guilders, in grain, beaver's value, according to contract of lease, also butter from three cows for two years, sixteen pounds for each cow each year, also two sows, also one cow slaughtered by defendant, and requests payment or execution, with the costs thereof.

Defendant exhibits against the plaintiff an account charged to the Honorable Company for sixty-four guilders, in beavers, and three hundred and sixty-nine guilders, in sewan, also a claim of two hundred and thirty-four guilders, with still other claims against plaintiff, personally, being, first, that plaintiff did not furnish a suitable house and barn to defendant, and, second, the interest for the damage done to his grain, spoiled by water, and floated away at the time he was impressed at the old fort of the savages; also, third, the interest for the damage done to his corn, destroyed in the fields by pigs, as, because of the strict orders, he could not, without a convoy, properly harvest his crops; and.

fourth, that he has been put to loss by sending, under orders, horses instead of oxen, up north.

Plaintiff replying hereto says, that, personally, he is not bound to pay for the Honorable Company, and that defendant personally must look for his claim to the Honorable Company; also that, so far as he personally is concerned, he is not obliged to supply defendant with a barn or loft, as appears by the contract of lease, and that the damage to the corn in the field does not concern him, the lessor, and also that he was not bound, according to contract, to deliver horses to defendant as claimed, also that the claim for earthing some wood work for the barn has, to the knowledge of the Schepens, been disposed of by a waiver of re-examination of the account.

He further says he is willing to pay the twenty-four guilders, in sewan, for earthing two loads of planks, but that defendant must then pay interest on the arrears.

The Honorable Court decides that defendant must look to the Honorable Company for his claim of sixty-four guilders, in beavers, and three hundred and sixty-nine guilders, in sewan, and also that, as to the further claim of damage in the field, the inconvenience of the barn and the lease of a barn and loft, which are not mentioned in the contract, the lessor is not bound to provide the lessee with a barn and loft. The Honorable Court orders defendant to pay plaintiff's aforesaid demand, with the costs herein, but, in case defendant can prove that the oxen were sent to Fort Orange by order of the lessor, the damage sustained by him on this account shall be made good to him by the lessor, after being taxed by two impartial men.

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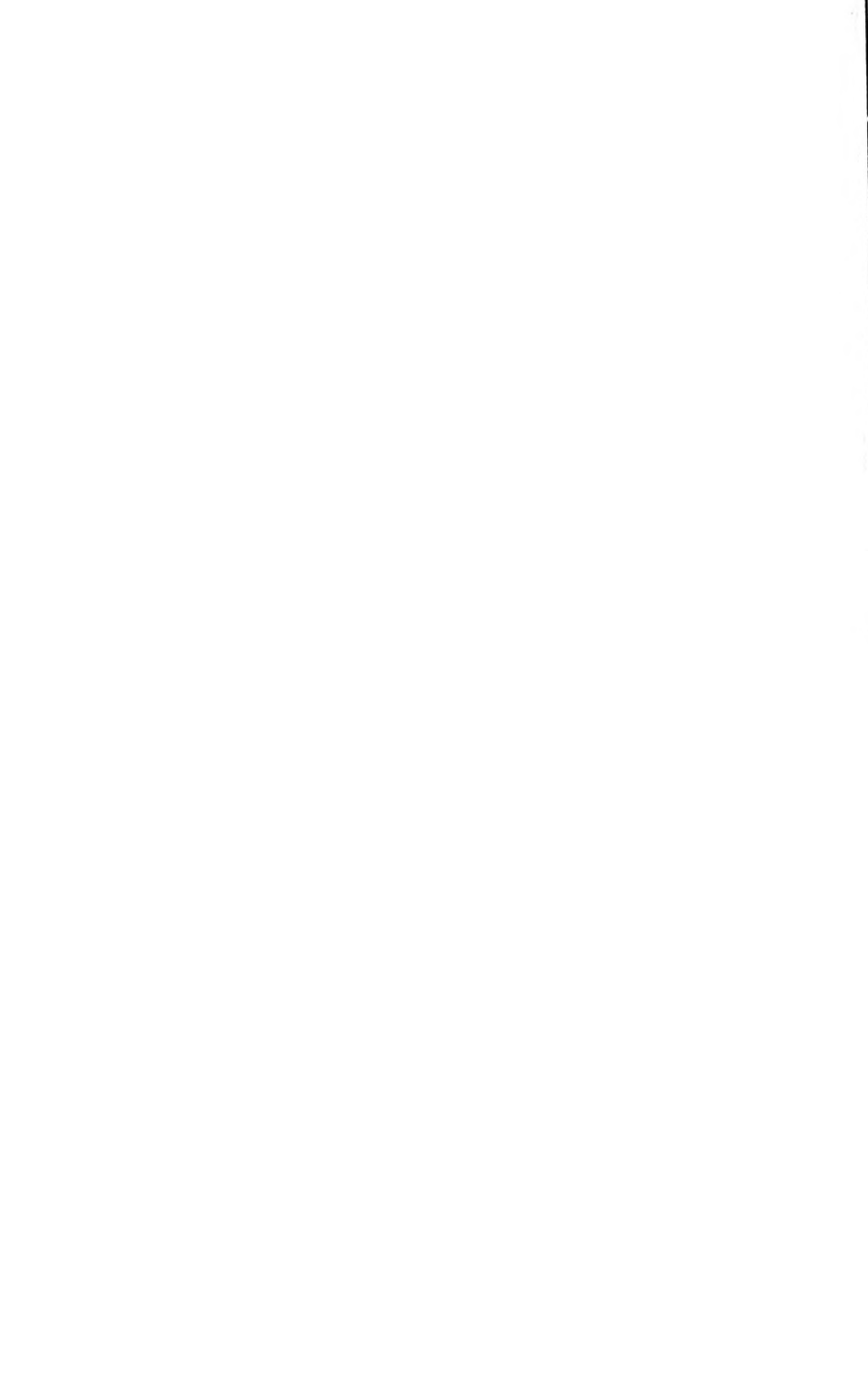
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